

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and the College of St. Scholastica, 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 throughout the time ISD #709 needs to address the educational impacts and barriers of COVID-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.** Contractor agrees to provide District students and families access to on-line or telephone tutoring services, with scheduled times and days to be shared and distributed to District staff, students, and families. Contractor will provide all necessary devices and accessibility to interact by phone or internet connection with District students and families.

District will provide Contractor with access to training materials and staff guidance for the learning management system(s) used by the District. District will make every effort to connect the Contractor with teachers or building leaders if specific support questions arise.

District may conduct a family survey if requested by Contractor in order to determine tutoring focus areas.

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

Contractor must provide proof an executed criminal history check on all of its employees or subcontractors assigned to the program. The cost of these background checks is included in this contract agreement amount. The contractor agrees to only utilize tutors with a completed background check during the contract period and may add more tutors as checks are completed.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Payment.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay \$99,000.00 for all costs related to the planning and implementation of on-line and telephone tutoring services for District students and families.

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. Terms of Payment. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District prior to December 1, 2020 to be in compliance with grant obligations funding this contract.
- 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. 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.

8. 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.

9. 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: Cathy Erickson, CFO, 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 to: Ryan Sandefer, Vice President of Academic Affairs, College of St. Scholastica, 1200 Kenwood Avenue, Duluth, MN 55811.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

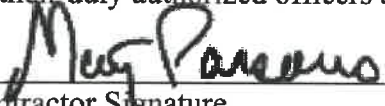
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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 410698301 Tax ID Number 11.11.2020 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	203	174	304	000	\$74,000
01	E	005	203	174	303	000	25,000
XX	X	XXX	XXX	XXX	XXX	XXX	

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair 11/17/2020 Date



YEARBOOK SALES AGREEMENT				Contract Years:	2021	New/Renew:	Renew	Job #:	10543321																				
Account Name: Lakewood Elementary				LID #: 35711																									
Address: 5207 N Tischer Rd		City: Duluth		State: MN		Zip Code: 55804																							
Phone #: 218-336-8870		Enrollment: 216 + DL and Staff																											
School Year Open Date:				Adviser Name: Sandy Coyle																									
School Year Close Date: 6/10/2021				Adviser Email: sandra.coyle@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				YEARBOOK DATES:																									
Size: 7				Cover Deadline:		1/4/2021																							
Number of Pages: 24				Final Quantity Deadline:		3/29/2021																							
Number of Copies: 76-100				Requested Arrival Date:		5/14/2021																							
<table border="1"> <tr> <td>101-125</td> <td>16</td> <td>20</td> <td>24</td> <td>16</td> <td>20</td> <td>24</td> <td>Base Price</td> <td>\$16.45</td> <td>\$17.00</td> </tr> <tr> <td>13.12</td> <td>14.13</td> <td>15.13</td> <td>76-100</td> <td>14.18</td> <td>15.32</td> <td>16.45</td> <td></td> <td></td> <td></td> </tr> </table>				101-125	16	20	24	16	20	24	Base Price	\$16.45	\$17.00	13.12	14.13	15.13	76-100	14.18	15.32	16.45				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.					
101-125	16	20	24	16	20	24	Base Price	\$16.45	\$17.00																				
13.12	14.13	15.13	76-100	14.18	15.32	16.45																							
COVER & BINDING TYPE				School Price		Consumer Price		Set up Parent Notify:		No	Date																		
Cover & Binding Type: Soft Cover - Saddlestitched (Size 7 only)				Free		NA		Activate YBPay:		2/1/21																			
Design: Signature Design				Free		NA		Sales Flyer Need by Date:		2/1/21																			
School Name & Year: Yes (1 or 2 lines)				Free		NA		1st Back to School Sale:																					
Personalization: Student Names - 1 Line				\$4.00		\$4.00		2nd Yearbook Sale:																					
Icon:				PORTRAIT INFORMATION																									
Endsheets (Hardcovers Only):				Photographed by Lifetouch:		Yes																							
				Associated Picture Days APO ID(s)		TBD																							
BOOK ENHANCEMENTS				School Price		Consumer Price		SALES REPRESENTATIVE USE ONLY																					
Paper: Gloss Paper 80# (Default)				FREE		FREE		<input type="checkbox"/> 5FB <input type="checkbox"/> ODC																					
Supplements:								<input type="checkbox"/> LV1 <input type="checkbox"/> LV2																					
<p>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.</p>								<input type="checkbox"/> SIMPLE4																					
								YBPay: Direct																					
								Cut-Out Pages: No																					
CONSUMER ENHANCEMENTS				School Price		Consumer Price		PACKAGE PRICING																					
Zoom: Taped - (Diff Quantity)				\$2.00		\$2.00		A la Carte Items		School Price: Consumer Price:																			
Auto Inserts: 4-Page Autograph Insert				\$1.00		\$1.00		Book Price		\$16.45 \$17.00																			
Signing Pen:								MYPC																					
Yearbook Stickys: Yes				\$1.50		\$2.00		Foil Names -1 line		\$4.00 \$4.00																			
Cover Keeper™ Dust Jackets:								Foil Names -2 Lines																					
SPECIAL QUOTE / PREMIUM APPLICATIONS				Price																									
								Icons																					
				Estimated Freight				Zoom		\$2.00 \$2.00																			
				Freight Model		Actual Cost		4-Pg Auto Insert		\$1.00 \$1.00																			
								YB Stickys		\$1.50 \$2.00																			
				*Estimated Total:		Hard Cover Upgrade																							
				Deposit Rate				Package Config:		Standard - Foil Names L																			
				Per Copy				Packages:		School Price: Consumer Price:																			
				Deposit Rate				Package A:		\$23.45 \$24.50																			
								Package B:		\$22.45 \$23.50																			
								Package C:		\$21.45 \$22.50																			
								Package D:		\$18.20 \$18.75																			
* 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 for approval prior to finalization.																													
Lifetouch Representative				Rep Code:		The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (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		Catherine A. Erickson				CFO																					
Lifetouch Representative (Signature)				Authorized School Representative (Signature)				Date																					
Sarah Wise				Catherine Erickson				11/6/2020																					
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium																													
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Duluth Public Schools

**Statement of Work for:
Northland COVID
Campaign**

PREPARED FOR:

Katie Kaufman, Duluth Public Schools

PREPARED BY:

Jake Sturgis, Captivate Media + Consulting

PREPARED DATE:

November 5, 2020

This Statement of Work (SOW) is between Duluth Public Schools and Capture Video LLC d/b/a Captivate Media + Consulting (“Captivate”), effective November 5, 2020 (the “Agreement”). This SOW is subject to the terms and conditions attached hereto. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

1. Client Information

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

2. Project Overview

Captivate and Client agree to the below project summary, the project contract price, and the more detailed production outline.

Project Name	Description	First Draft	Final Acceptance
COVID Campaign	Campaign Tagline	November 12, 2020	November 16, 2020
COVID Campaign	Key messages and strategy	November 18, 2020	November 20, 2020
COVID Campaign	Visual Identity (logo)	November 23, 2020	November 30, 2020
COVID Campaign	:30 Video Script	November 23, 2020	November 30, 2020
COVID Campaign	Graphics, posters, animated logo	December 3, 2020	December 7, 2020

Period of performance

The work will be performed between the effective day on the contract through December 15, 2020.

Description

Leaders in the Duluth-Superior area are looking for ways to encourage people to work together and follow COVID safety procedures to keep case numbers down so all students can go to school in person, school extracurricular activities can continue and we are keeping each other safe.

The goal is to create a cohesive campaign with a slogan, graphics and messaging that various organizations can customize and use in their own communication channels. We would create a campaign similar to what the State of Minnesota has done with Mask Up MN.

We would work with Client and the St. Louis County Health Department to determine key audiences for the campaign and create a campaign based on the research.

Deliverable Materials

- Slogan or tagline for campaign
- Key messages and communications strategies
- Visual identity for campaign
 - Campaign logo for use in print and social media
 - Two social media graphics
 - Two 8.5 x 11 PDF posters
 - Animated intro/outro for use in videos as .mp4 files
- Basic style guide with instructions for use

Two rounds of revisions would be included on each deliverable as part of the agreement.

3. Project Costs and Payment

Client agrees that fees for the work performed as outlined in this SOW shall be paid as invoiced by Captivate.

Company will perform the Services set forth in Section 2 above in the amount of \$3,750, to be paid by Client as follows:

- Amount due upon signing Agreement: \$1,875
- Due upon final completion and delivery of Deliverables: \$1,875

Revisions

The scope set forth in Section 2 above includes Company making two (2) rounds of revisions to the 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 \$160 per hour.

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 \$160 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 60 days.

CAPTIVATE MEDIA + CONSULTING

Terms and Conditions

This Master Services Agreement is effective on the date last written and is by and between Duluth Public Schools ("Client"), and Capture Video, LLC, a Minnesota limited liability company dba Captivate Media + Consulting ("Captivate").

1. DEFINITIONS

- 1.1. "Client Materials" means scripts, storyboards, product props, production notes, music, talent, creative guidance, releases, and recordings to be used in the Services and/or Deliverables.
- 1.2. "Confidential Information" means all nonpublic information disclosed by Client to Captivate, including without limitation, Captivate IP, products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, and client lists. Confidential information shall not including information which was previously lawfully known to Captivate, information which becomes publicly available other than by unauthorized disclosure, information developed by Captivate independent of Captivate's access to Confidential Information, or information received by Captivate from a third party.
- 1.3. "Deliverables" means any and all work product, video, reports, artwork, graphics, animations, materials and other deliverables created or developed by Captivate in the performance of the Services.
- 1.4. "Services" means the services described in the Statement of Work.

2. SERVICES AND DELIVERABLES

- 2.1. Client hereby retains Captivate to provide the Services and provide the Deliverables set forth in the applicable Statement of Work.

3. FURNISHING OF MATERIALS, SERVICES, AND RELEASES

- 3.1. Client shall supply Captivate with all Client Materials as outlined in Section 3 above so Captivate has needed assets to create video for Client.
- 3.2. Client shall be solely responsible for obtaining all consents, release, waivers and assurances (written and otherwise) from all participants provided by Client to Captivate for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of 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 Captivate, 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, Captivate shall have the right in its discretion to have each participant sign a written waiver and release directly between each participant and Captivate.

4. CHANGES IN SPECIFICATIONS

- 4.1. Captivate reserves the right to edit Deliverables at its discretion, provided that Client shall have the right to approve all final Deliverables. If at any time, Client desires to make any changes or variations to the Deliverables, or from any material or work in progress, and such changes result in additional cost to Captivate, Captivate agrees to notify Client of the amount before any such additional costs are incurred and Captivate shall proceed only after receiving approval (written or oral) from Client. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

5. OWNERSHIP

- 5.1. Captivate shall retain all ownership of Captivate's products, software, hardware, video, artwork, graphics, designs, intellectual property, ideas, designs, methodologies, and all patent, copyright, trademark

and other intellectual property rights owned or developed prior to the execution of this Agreement or developed separately therefrom ("Pre Existing Captivate IP").

5.2. Subject at all times to Client's satisfaction of its payment obligations under this Agreement, any and all photographs, negatives, video footage, images, renderings and other related materials created or produced by Captivate in connection with the Deliverables shall be deemed a "work made for hire" under Title 17 of the United States Code, as amended. To the extent that any portion of the work is not a work made for hire, Captivate hereby grants an irrevocable, royalty-free, worldwide license in in the Work. Client shall not reverse engineer, deconstruct, or make derivatives of Pre Existing Captivate IP.

5.3. Until notified in writing by Client, Captivate shall have a revocable license to use the Deliverable strictly for promotional purposes.

5.4. Client shall obtain, pay for, and maintain insurance covering all intellectual property right infringement that arise from any and all uses of the Deliverables. Client will obtain and maintain insurance coverage with respect to Client jobs at no cost to Captivate and name Captivate as a "named insured" on said policies prior to commencement of preproduction.

6. CONFIDENTIALITY

6.1. Captivate shall use the Confidential Information solely for the purposes of administering and otherwise implementing the terms of this Agreement and in the course of performing Captivate's obligations or the exercise of its rights. Captivate shall restrict disclosure of Confidential Information solely to those persons and entities with a need to know in the ordinary course of performing the contemplated services.

7. INDEPENDENT CONTRACTOR

7.1. It is understood that Captivate is an independent contractor hereunder and Captivate agrees, warrants and represents that the Deliverables referred to in this Agreement shall be produced in compliance with all national, state and local laws. Nothing in this Agreement shall constitute an employment relationship between Captivate and Client.

8. PAYMENT

8.1. Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer payment beyond the due date, Captivate may, at its sole discretion, charge Client as additional consideration an amount equal to the current prime rate +2% (as charged by Captivate's bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of all items created under this Agreement does not transfer from Captivate to Client until full payment is received.

9. INDEMNIFICATION

9.1. Captivate agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses arising out of the breach of any obligations, warranty or representation of Captivate in this Agreement.

9.2. Client agrees to indemnify, defend, and hold harmless Captivate and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty, or representation of Client in this Agreement.

10. LIMITATION OF LIABILITY AND DISCLAIMER

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

10.2. Limitation of Liability: EXCEPT WITH RESPECT TO CAPTIVATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAPTIVATE OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES BY CLIENT, NOT TO EXCEED FEES PAID BY CLIENT TO CAPTIVATE UNDER THE AFFECTED SCHEDULE.

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

10.4. Any claims arising in connection of this Agreement must be brought within one (1) year of the date of the event giving rise to such action.

11. TERM AND TERMINATION

11.1. The term of this Agreement will commence upon signature of this Agreement and remain in effect until terminated in accordance with the terms of this Agreement.

11.2. 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.

11.3. Termination for Cause: in the event that this Agreement is terminated for cause, it shall result in the immediate ceasing of all Services under the State of Work. In the event that either party makes an assignment of all or substantially all of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or the subject of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such actions are not dismissed within sixty (60) days of filing, the other party may immediately terminate the Agreement for cause.

11.4. Termination for 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.

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

12. CANCELLATION

12.1. A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If Captivate blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then Captivate makes no further efforts to sell the time.

12.2. Cancellation and Postponement: 3-Tap Editing Project

12.2.1. If notice of cancellation or postponement is given more than halfway through the production schedule of the job, Client shall be liable to Captivate for the full cost of the job as bid.

12.2.2. If notice of cancellation or postponement is given less than halfway through the production schedule of the job, Client shall be liable to Captivate for all out of pocket costs, full creative fees as bid, full production fee on the job as bid.

13. CONTINGENCY AND WEATHER DELAYS

13.1. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of Captivate. These circumstances may include but should not be limited to:

- (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client)
- (2) Injury, illness, or absence of client-supplied elements (e.g. key talent, color correct products)
- (3) "Force majeure" (meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God);
- (4) "Client insured Re-Shoots" (any additional days for a job insured by the Client, who is therefore authorizing the expenditure". The Client should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

13.2 Captivate recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

13.3 Captivate will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

14. TAXES

14.1. Any sales tax, use tax, or other tax payable on the production and delivery of the items created under this Agreement shall be the responsibility of Client who shall pay, defend and hold harmless Captivate from payment of any such taxes.

15. ASSIGNMENT

15.1. This Agreement may not be assigned by either party without the written consent of the other.

16. DISPUTE RESOLUTION

16.1. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules conducted in Hennepin County, Minnesota by an arbitrator selected under the Commercial Arbitration

Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section shall not apply to any cause of action for which a party may be entitled to injunctive relief. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

17. MODIFICATION

17.1. This Agreement and any Addends attached hereto shall constitute the entire agreement between Producer and Client. Any amendments hereto must be in writing and signed by each party.

18. CAPTIONS

18.1. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

19. NO WAIVER

19.1. Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

20. ENFORCEABILITY

20.1. If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

21. APPLICABLE LAW

21.1. This Agreement shall be governed by, construed and enforce 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.

Agreed and signed:

Client:

Capture Video LLC dba Captivate Media + Consulting

Catherine A Erickson

Jacob Sturgis

By: Catherine A Erickson

By: Jacob Sturgis

Its: CFO

Its: Founder & CEO

Date: 11 / 06 / 2020

Date: 11 / 05 / 2020

01-E-012-107-000-305-107

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Andersen, 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: *Misty Andersen will be available on an as-needed basis up to 35 hours per month.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 12, 2020 and shall remain in effect until June 10, 2021, 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.** *To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. To inventory learning platform module content and provide access for DHH students through translating and captioning media. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the schools educational team.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$35.00 hourly and \$ 7,000.00 in total.

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 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) Attn: Misty Anderson, 987 88th Ave West, Duluth, MN 55808.

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.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Misty Andersen _____ 11/04/2020 _____

Contractor Signature

SSN/Tax ID Number

Date

Jackie Kward
Program Director

11/12/2020
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	405	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catherine Albo
CFO / Superintendent of Schools / Board Chair

11/20/2020
Date

STATEMENT OF WORK

Project Name:	Ad Hoc Statement of Work	Seller Representative:
Customer Name:	Duluth Public Schools	Mayank Srivastava (312) 705-9366 mayasri@cdw.com
CDW Affiliate:	CDW Government LLC	
SOW Effective Date:	November 5, 2020	Consultant:
Version:	1.0	Jennifer Brown

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this November 5, 2020 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This SOW is for 200 hours of consultative services to assess and design a technology implementation plan for Duluth Public Schools.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Discovery and assessment of the District's Curriculum & Instruction, Professional Development, and Information Technology needs through virtual consultations with Customer.
2. Identify short-term and long-term goals for sustainable 1:1 device implementation for Curriculum & Instruction, Professional Development, and Information Technology.
3. Create a report outlining recommendations for best practices to achieve identified goals for Curriculum & Instruction, Professional Development, and Information Technology.
4. Support and recommend a process for rolling out devices and timelines based on agreed upon goals and best practices.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Prior to the start of the Services, Customer will designate a person to serve as the Customer contact(s) who will be the focal point for communications and will have the authority to act on behalf of Customer in all matters.
2. Customer will identify all parties that will be involved in the project.
3. Customer will review billed hours monthly in order to track and plan for adjustments in plan rollout and timeline.

PROJECT ASSUMPTIONS

1. Seller will maintain project communications through Customer's pre-identified contacts.
2. Seller will work with customer to schedule all engagements.
3. All activities will be performed by Seller during regular business hours (8:00 am – 5:00 pm, local time, Monday through Friday, excluding holidays).
4. Seller will provide documentation of assessment and analysis, as well as recommendations based on the assessment and analysis, in an online repository.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Configuration and troubleshooting of data and equipment. |

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

PROJECT SCHEDULING

Customer and Seller will jointly manage this project, together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

[Seller will invoice for the Total Fees.]

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
CDWG K-12 Strategist	Technology Implementation Consultation	\$150.00

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW.

EXPENSES

[All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.]

[The parties agree that there will be no travel required for this project.]

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person. The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com, except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:
Phil Birt

Duluth Public Schools

By: Catherine Elson
signature

Name: Catherine A Erickson

Title: CTO

Date: 11/6/2020

Mailing Address:

Street: 215 N. 1st Ave E

City/ST/ZIP: Duluth, MN 55802

Billing Contact:

Street: 215 N. 1st Ave E

City/ST/ZIP: Duluth, MN 55802

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
District Office 215 N 1st Ave E, Duluth, MN 55802	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

LAKEVIEW CHRISTIAN ACADEMY
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2020-2021

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Lakeview Christian Academy.

$$\underline{\hspace{1cm}} \text{ days X } \underline{\hspace{1cm}} \text{ miles X 32 Cents per mile = reimbursement.}$$
 (Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2020-2021 school year one family reimbursement is maximum of \$312.00.
5. All reimbursement claims must be received at ISD 709 by June 11, 2021.

LAKEVIEW CHRISTIAN ACADEMY

BY  _____

LCA Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY  _____

Director of Business Services

03-E- 013-760-720-360-000

SPIRIT OF THE LAKE COMMUNITY SCHOOL

Guidelines for

TRANSPORTATION REIMBURSEMENT

2020-2021

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Spirit of the Lake Community School.

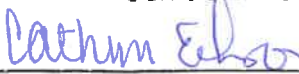
_____ days X _____ miles X 32 Cents per mile = reimbursement.
(Round trip from home to school)

3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Carpool mileage should not be submitted. For the 2019-2020 school year one family reimbursement is maximum of \$312.00.
5. All reimbursement claims must be received at ISD 709 by June 11, 2021.

SPIRIT OF THE LAKE COMMUNITY SCHOOL

BY 
Spirit of the Lake Community School Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services

03-E-013-760-720-360-000