



November 21, 2025

Simone Zunich
Executive Director of Business Services
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Re: Engagement Letter for GASB 75 Actuarial Services – Duluth Public Schools

Dear Simone:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Duluth Public Schools (hereafter "District" or "you" or "yours" or "Client") and the Duluth Public Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Emily Erickson".

Emily A. Erickson, FSA, MAAA, FCA
Consulting Actuary

L/D/C/R: 3/sak/eae

Scope of Services

The GASB 75 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2026 “full” GASB 75 actuarial valuation report	\$10,000
FYE 2027 GASB 75 roll-forward valuation report	\$3,100

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2026, our hourly rates are \$165 to \$265 for actuarial analysts and managers and \$365 to \$425 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2028 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2028 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning July 1, 2025 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date:

Jan 20, 2026

By

Simone Zmich

Title

Exec. Dir. Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 01/09/2026, 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.

Ricky DeFoe will provide 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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 a sum of \$1000.

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 the 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: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.

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 Ricky DeFoe at 704 Ishpeming Road, Cloquet, MN 55720

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.

  01/09/2026
Contractor Signature SSN/Tax ID Number Date

 01/18/24
Program Director 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	204	414	303	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

 1/14/26
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 01/09/2026, 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.

Jeffery Melton will participate in 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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 a sum of \$600.

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 the 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: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.

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 Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

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.

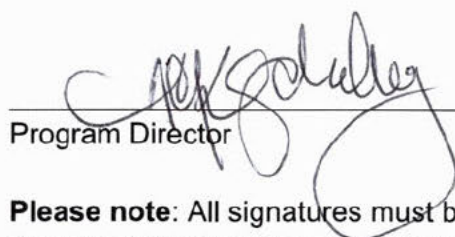


Contractor Signature SSN/Tax ID Number



1/13/26

Date



Program Director

1/13/26

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).

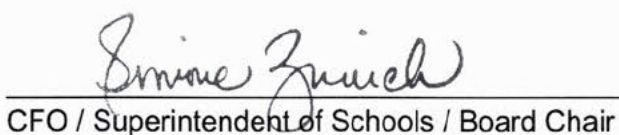
Please check the appropriate line below:

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	204	414	303	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

1/14/26
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 09 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Nold, 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: Schedule nine, 1 hour classroom lessons in each classroom (2 classrooms-total of 18 hours) between the dates of January 20, 2026-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 09, 2026, and shall remain in effect until June 05, 2026, 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.**

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 in performing said obligations up to a sum not to exceed \$2000.00 in artist fees.

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: Duluth Preschool, 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Anthony Nold,

5725 Highland St, Duluth MN 55807

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.

Anthony [Signature] [Redacted] 01/09/26
Contractor Signature SSN/Tax ID Number Date
Sahara Eckberg 2-13-26
Program Director 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).

04	E	005	579	285	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

Ernie Znuich 1/22/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Homecroft Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Homecroft Elementary School in Duluth, in the school gymnasium, on Tuesday, February 24, 2026.** 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. LOON loads into the performance space at school.

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

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage 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. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a 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. Checks made payable to Lyric Opera of the North are preferred. **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. 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.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

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.

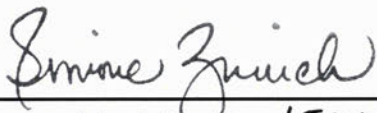
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



1/20/26

Principal or Music Teacher / Exec. Dir. Business Services

Date

INVOICE

Lyric Opera of the North
506 W Michigan St
Duluth, MN 55802

info@loonopera.org
+1 (218) 464-0922
www.loonopera.org

LYRIC
OPERA
OF THE
NORTH

Bill to

ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Ship to

ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Invoice details

Invoice no.: 2309
Terms: Net 30
Invoice date: 01/10/2026
Due date: 02/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/24/2026	Fees	One Little LOON performance of Elixir of Love	1	\$750.00	\$750.00

Total **\$750.00**

Note to customer

Thank you!

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Stowe Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Stowe Elementary School in Duluth, in the school gymnasium, on Friday, February 13, 2026**. 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. LOON loads into the performance space at school.

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

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage 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. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a 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. Checks made payable to Lyric Opera of the North are preferred. **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. 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.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

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.

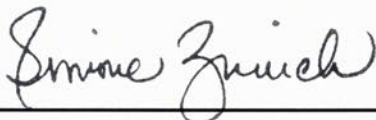
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



2/3/26

Principal or Music Teacher

Date

26/27 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com,
or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

For Office Use Only – 1/26 online

Order # _____

Date Rec'd _____

Quote # **PQ01302699656**

School Name **LESTER PARK ELEMENTARY**
District Name **DULUTH ISD 709**
Contact Name **TRACY THOMPSON** Title **ADMINISTRATIVE ASSISTANT**
School Mailing Address **5300 GLENWOOD ST**
City, State, Zip **DULUTH, MN 55804**
Ship Address (If different, No PO Boxes) **5300 GLENWOOD ST**
Ship City, State, Zip **DULUTH, MN 55804**
School Ph **218-336-8875** Fax **218-336-8879**
Cell Ph **218-336-8875** Alt Ph _____
Email (required) **Tracy.thompson@isd709.org**

Proof Contact (Provide ALL contact info)

Name **Approved Online** Fax _____

Cell Ph _____ Alt Ph _____

Home Email (required) _____

Work Email (required) _____

Bill Attention to: **ACCOUNTS PAYABLE**

PO# (opt.) _____ ☐ Invoice Us

Pay by credit card, go to schoolmate.com.

Signature Required Below

Please send me email updates, reminders, and special offers from School Mate®

A CHOOSE PLANNER – Check only 1 product code below. Submit extra order form(s) for additional product(s).												B QUANTITY	
PLANNER TYPE	Kindergarten	Primary	Elementary	Middle School	Navigator	High School	Dated Agenda	Undated Agenda	Classic	Scholar			
Value Planners	<input type="checkbox"/> KGA	<input type="checkbox"/> PRA	<input type="checkbox"/> ELA	<input type="checkbox"/> MSA	<input type="checkbox"/> NVA	<input type="checkbox"/> HSA	<input type="checkbox"/> AGA	<input type="checkbox"/> UDA	<input type="checkbox"/> CLA	<input type="checkbox"/> SRA	# Student Planners.....	105	
Custom Planners	<input type="checkbox"/> KGB	<input type="checkbox"/> PRB	<input type="checkbox"/> ELB	<input checked="" type="checkbox"/> MSB	<input type="checkbox"/> NVB	<input type="checkbox"/> HSB	<input type="checkbox"/> AGB	NA	<input type="checkbox"/> CLB	<input type="checkbox"/> SRB	# Teacher Editions (TE) + ... NA for Undated Agendas (UDA)		
Custom with Handbooks	<input type="checkbox"/> KGC	<input type="checkbox"/> PRC	<input type="checkbox"/> ELC	<input type="checkbox"/> MSC	<input type="checkbox"/> NVC	<input type="checkbox"/> HSC	<input type="checkbox"/> AGC	NA	<input type="checkbox"/> CLC	<input type="checkbox"/> SRC	# Total Planners (TP) = ...	105	

C VALUE PLANNERS – See Price Chart C

\$ _____ x Total Planners (TP) (25 min. order; 60 min. for UDA) = \$ _____

KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA

Continue on to sections H and I.

D CUSTOM PLANNERS (with or without Handbooks) – See Price Chart D

\$ **3.70** x Total Planners (TP) (60 min. order) = \$ **388.50**

KGB KGC PRB PRC ELB ELC MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC

Continue on to sections E, F, G, H, and I.

E COVERS – For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

1. ☐ Poly-Pro™ Cover with school name/mascot in black ink: Design #P- _____ FREE

2. ☐ Full-Color Agenda Cover – For AGB and AGC only with school name/mascot in black ink: #FC- _____ FREE

3. ☐ Religious Cover with school name/mascot in black ink: #R- _____ FREE

4. ☐ One-Color Cover – Indicate 1 standard ink: _____ FREE

#C _____ ☐ Repeat last year's; change year ☐ Own design

5. ☒ Multicolor or Photo Cover – Indicate 2 standard inks: _____ TP x 25¢ = \$ **40.00**

☐ #T _____ ☐ Repeat last year's; change year ☒ Own design

☐ Photo Cover #F _____; ☐ Own photo OR ☐ Photo mascot # _____ ☐ Repeat last year's design; change year

Cover Wording: _____ ☐ print 2026-2027

Mascot: Online mascot # _____ ☐ Own mascot ☐ Repeat last year's mascot

6. ☒ Custom Back Cover ☐ Own design ☐ Repeat last year's ☒ Solid - standard ink: **ROYAL-286** TP x 25¢ = \$ **40.00**

☐ Custom Inside Back Cover (only available with Custom Back Cover) ☐ Own design ☐ Repeat last year's TP x 25¢ = \$ _____

F OPTIONS & TEACHER AIDS – For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.

1. ☐ Hall Pass Sheet... TP x 12¢ = _____ 2. ☐ Year-Rnd. Suppl. TP x 25¢ = _____ → bind in: ☐ front of planner ☐ back of planner

3. ☐ Char. Ed. Suppl.... TP x 40¢ = _____ 4. ☐ Vinyl Pouch.... TP x 30¢ = _____ 5. ☐ Planning Stickers... TP x 25¢ = _____

6. ☐ Inserts ☐ IN1 ☐ IN2 ☐ IN3 ☐ IN4 _____ #Total Inserts _____ x 25¢ x TP = \$ _____

Options for Teacher Editions (TE) only – will be placed in all TEs ordered.

☐ Grade Records..... TE x 85¢ = _____ ☐ Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = _____

G HANDBOOK PAGES – For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. _____ # Total Custom Pages _____ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ _____

☐ Repeat last year's pages ☐ Press-ready pages enclosed ☐ PDF uploaded

H EXTRAS – Available for ALL planners & agendas (Value and Custom).

☐ Page Marker Rulers – Must order for all, no partials. _____ TP x 20¢ = \$ _____

☐ Wall Charts – 5 wall charts per case (must order by full case). _____ # cases _____ x \$35 = \$ _____

Order will not be processed without a signature.

Sign Here *Ermine Zunic* Date **2/2/26**

By signing, you agree to School Mate's Terms & Conditions

I SHIPPING & ORDER TOTALS

Subtotal = \$ **468.50**

☐ RUSH Production – 4 weeks (Custom Planners only) – add 20% (\$75 min.) = \$ _____

Shipping – (AK, HI, APO, FPO call for pricing) 48 states..... **60¢/planner** = \$ **63.00**

Pretax Total = \$ **531.50**

State Tax Customer must provide tax exempt form upon ordering, or customer will be responsible for paying sales tax. = \$ _____

Delay Ship (opt.): ☐ Apr 24 ☐ May 8 ☐ June 12 ☐ July 10 ☐ July 17

☐ July 24 ☐ July 31 ☐ Aug 7 ☐ Aug 14 ☐ Aug 21 ☐ Aug 28

531.50 TOTAL

Quote prepared by: WEB Valid until: 5/6/2026

Special Instructions: Please attach if you have any.

You have a tax exempt certificate on file for us already.

2026-2027 Planner Pricing & Delay Shipping

CHART C. Value Planner Pricing

	Quantity	25+	50+	100+	250+	500+	1000+
KGA PRA ELA HSA NVA	Price	4.15	3.65	3.40	3.35	3.30	3.20
	Price w/ discount*	3.90	3.40	3.15	3.10	3.05	2.95
HSA	Price	3.90	3.40	3.15	3.10	3.05	2.95
	Price w/ discount*	3.65	3.15	2.90	2.85	2.80	2.70
CLA	Price	3.90	3.40	3.15	3.10	3.05	2.95
SRA	Price	3.65	3.15	2.90	2.85	2.80	2.70
AGA	Price	3.45	2.95	2.70	2.65	2.60	2.55
UBA	Price	2.25 per agenda (60 minimum order)					

*Order and ALL material must be received by May 6, 2026 to qualify.

CHART D. Custom Planner Pricing

<div>KGB PRB ELB MSB NVB</div>	Quantity	60+	100+	150+	250+	500+	750+	1000+	1500+	2000+
	Price	4.90	3.95	3.85	3.70	3.55	3.45	3.40	3.35	3.30
	Price w/ discount*	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
<div>HSB HSC</div>	Price	4.60	3.65	3.55	3.40	3.25	3.15	3.10	3.05	3.00
	Price w/ discount*	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
<div>CLB CLC</div>	Price	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
<div>SRB SRC</div>	Price	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
<div>AGB AGC</div>	Price	4.05	3.10	3.05	3.00	2.90	2.80	2.75	2.70	2.65
<div>TB QB</div> <div>TC QC</div>	Quantity	100+	150+	200+	250+	300+	400+			
	Price	5.80	4.30	3.60	3.55	3.25	2.75			
	School Events Agendas must be ordered online.									

School Events Agendas must be ordered online.

*Order and ALL material must be received by May 6, 2026 to qualify.



Order Early • Save Money • Ship Later

Save time and get immediate pricing with our easy online quote calculator at schoolmate.com.

Delay shipping information applies to both planners and folders.

WHAT IS A DELAY SHIP DATE? A delay ship date allows you to specify when you want your order to ship. We will produce your order upon receipt, and if your order is complete before the chosen delay ship date, we will hold the order and ship it on the date requested. If your order was not placed in time to allow for the full production schedule and you chose a delay ship date, the order will ship upon completion after the delay ship date.

SCHOOL CLOSED FOR SPRING BREAK OR SUMMER BREAK? Order early and choose a delay ship date to ensure someone is at the school to receive the shipment. This will save you from incurring additional shipping charges if the order is returned to us by the carrier.

NEED YOUR INVOICE DATED AFTER A SPECIFIC DATE? Choose a delay ship date, and we will ship and invoice your order on the requested delay ship date. Please allow for production time when ordering.

IS A DELAY SHIP DATE A DELIVERY DATE? No. A delay ship date is the date you would like your order to leave our facility upon completion. Shipping time is an additional 2–8 business days for orders shipped within the 50 states. Please note that a delay ship date is not a receive date.

WANT TO TAKE ADVANTAGE OF OUR EARLY ORDERING, BUT CANNOT GET A PO UNTIL JULY? Place your order early and select a delay ship date. We will complete your order, and then wait to ship it until the requested delay ship date. We will invoice your order at the time of shipping. Payment is not due until Sept. 1, 2026 (some exclusions apply). See our delay ship dates below.

2026 DELAY SHIP DATES:

April 24 • May 8 • June 12 • July 10 • July 17 • July 24
July 31 • August 7 • August 14 • August 21 • August 28

Order online or get a quote: schoolmate.com/ordering

Email Order Form:

purchaseorders@schoolmate.com

Fax Order Form:

800-570-1767

Mailing Address:

School Mate
PO Box 2110
Kearney, NE 68848-2110

Call for Quote*:

(Phone orders not accepted)
800-516-8339
Mon-Fri, 8-5 CST

Upload Custom Material: uploader.schoolmate.com/#/customer/new

*School Mate must receive a signed order form or an online order. We do not accept phone orders.

Download an order form at schoolmate.com/downloads/porder.pdf.

Use our online quote calculator today!

2026-2027 Planner Terms & Conditions

Early Order Discount

- **Save 25¢ per planner if we receive your order by May 6, 2026.** See prices on p. 20. Discount does not apply to Classic & Scholar Planners, Agendas, or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 6, 2026.

Ordering

- School Mate® agrees to produce planners in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced in the Customer's planners, including handbook pages, mascot, and other material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- Order online at schoolmate.com/ordering, or email a complete, signed order form to purchaseorders@schoolmate.com or fax to 800-570-1767. Phone orders not accepted.
- A submitted order constitutes a binding Contract between School Mate and the Customer. No other statements or oral agreements are binding.
- We recommend ordering extra to account for unexpected enrollment, transfer students, and lost planners/agendas. Reordering more planners/agendas later may cost more.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. School Mate's terms supersede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. School Mate reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited, School Mate reserves the right to substitute front & back covers.
- Multiple orders cannot be combined for volume discounts.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, Customer shall hold School Mate and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners.

Reorders

- A reorder is a subsequent order requesting planners/agendas for the same school year. Contact School Mate if you need to place a reorder.
- Custom Planner and Agenda reorders require a minimum of 25. Value Planner and Agenda reorders require a minimum of 10. Undated Agenda reorders require a minimum of 60. School Events Agenda reorders require a minimum of 100.

Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2026. Payment terms for orders shipped after Sept. 1, 2026 is Net 30. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. School Mate reserves the right to require prepayment. All prices are based on USA currency.
- Delayed shipping and invoicing are available.
- If order is canceled, the Customer is liable for any costs in preparation or production of the order.
- Customers must submit a valid tax-exempt form before invoicing. Without it, sales tax will be added and must be paid. The amount may change upon verification.

Free Proof

- Proofs are emailed for material that requires design. Proofs are not sent for press-ready handbooks.
- Provide a proof contact person and contact info (phone/email), or order will be delayed. Proofs are emailed after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.

Production

- Production begins the day **after** the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is **estimated** as seasonal demands, shortages, or any other reasonable causes can affect it.
- School Mate is not responsible for requested changes after the book is in process. Changes to orders or production halts will incur charges and delay shipping.

Value Planners/Agendas & Undated Agendas

KGA, PRA, ELA, MSA, NVA, HSA, CLA, SRA, AGA, UDA

Production Time.....1–2 weeks

Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, NVB, NVC, HSB, HSC, CLB, CLC, SRB, SRC, AGB, AGC, TB, TC, QB, QC

RUSH Production.....4 weeks

*Normal Production.....6 weeks

RUSH orders incur a 20% upcharge on the subtotal (\$75 min.).
All material must be stock items or press-ready if custom.

NOTE: Orders ship once completed; however, earliest orders ship spring 2026. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

*Orders may require 6–9 weeks for Normal Production due to heavy demand.

Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, School Mate reserves the right to deny Customer-specified carriers or accounts. Shipping charges within the contiguous USA are 60¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- Orders must be shipped to a school or school district address.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). If order is returned to School Mate because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Books cannot be returned for any reason.
- Defective books, not due to shipping damage, must be reported to School Mate within 90 days of ship date. School Mate reserves the right to repair, replace, or credit defective books. Book damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, for a claim to be made.
- School Mate is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond School Mate's control.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Giuliani, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/1/25 and shall remain in effect until 3/31/26, 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.** CTE Culinary Instructor at Denfeld HS

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 \$40.05 hourly and \$12,000.00 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: Human Resources, 709 Portia Johnson Drive, Duluth, MN 55811.

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) Robert Giuliani - 2519 W Skyline Duluth, MN 55805.

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.

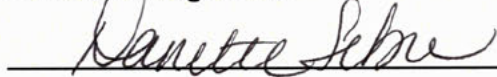
 (Feb 4, 2026 14:31:06 CST)

Feb 4, 2026

Contractor Signature

SSN/Tax ID Number

Date



2/4/26

Program Director

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).

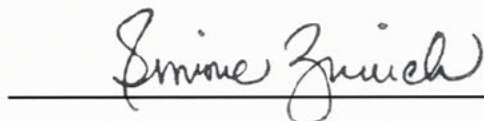
Please check the appropriate line below:

☒ 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).

☐ 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

01	E	215	365	830	305	252
XX	X	XXX	XXX	XXX	XXX	XXX



2/4/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair





Date

ISD 709 Calendar 2025-26 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	Indep. Day HOLIDAY 4							1	2											1	2	3	4		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11			
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	MEA WEEKEND 16	17	18			
20	21	22	23	24	25	26	Flexible Teacher Work Time (8hrs total)							21	22	23	24	25	26	27	19	20	21	22	23	24	25			
27	28	29	30	31			17	18	19	20	21	22	23	24	25	26	27	28	29	30	26	27	28	29	30	HM	31			
							24		All Staff PD Day 25	Teacher WD/SD 26	Teacher Work Day 27	Teacher Work Day 28	29	30																
							31	25						28	29	30														
NOVEMBER							DECEMBER							JANUARY							FEBRUARY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1			1	2	3	4	5	6					New Years HOLIDAY 1	PD Day 2	3	1	X	X	X	X	X	6	7	
2	PD Day 3	4	5	6	7	8	7	PD Day 8	X	X	X	X	12	13	4	X	X	X	X	X	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	14	X	X	X	X	X	19	20	11	X	X	X	EHM 15	Teacher Work Day 16	17	15	Pres. Day HOLIDAY 16	Winter Recess 17	Winter Recess 18	Confer. Makeup 19	Confer. Makeup 20	21		
16	17	18	19	20	21	22	21	X	X	Winter Recess 24	Winter Recess 25	Winter Recess 26	27	18	M.L.K. HOLIDAY 19	X	X	X	X	22		24	22	23	24	25	26	27	28	
23					Thanksgiving HOLIDAY/ Recess 27	28	28	Winter Recess 29	Winter Recess 30	Winter Recess 31				25	X	X	X	X	X	30	31									
30	24	25	26																											
MARCH							APRIL							MAY							JUNE									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
1	PD Day 2	3	4	5	6	7				Spring Recess 1	Spring Recess 2	Spring Recess 3	4							1	2					Students Last Day EHM 4	Teacher Work Day 5	6		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	PD Day 4	5	6	7	8	9	7	8	9	10	11	12	13			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	Juneteenth HOLIDAY 19	20			
22	23	24	25	26	HM	27	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27			
29	Confer. Makeup 30	Confer. Makeup 31					26	27	28	29	30			24	Mem. Day HOLIDAY 25	26	27	28	29	30	28	29	30							

KEY DATES

- First day for Grade 1-12 students - September 2, 2025
- First day for Kindergarten students - September 4, 2025
- Schools will schedule open houses and conferences

- No school for students:    
- Last day for students - June 4, 2026

GRADING TERMS

- Elementary Schools (E):
- Term 1: September 2 to January 15
 - Term 2: January 20 to June 4

- High Schools (H) and Middle Schools (M):
- Term 1: September 2 to October 31
 - Term 2: November 4 to January 15
 - Term 3: January 20 to March 27
 - Term 4: April 7 to June 4

 - No school Cold Day

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of NOV. 1 2025 and shall remain in effect until June 15th 2025 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 or 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.

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 hourly and \$ 1,000 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: ~~Deborah Anderson~~, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.
Tina Weber

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)

* 219 N. Cloquet Rd. E., Duluth, 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 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.

[Signature]

Contractor Signature

SSN/Tax ID Number

12/12/2025
Date

Rachel Lopez

Program Director

12/10/25
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:

☐ 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	245	298	000	305	432
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

[Signature]
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

1/8/26
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kylee Stroble, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/25 and shall remain in effect until 6/12/25, 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 or 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.

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 \$30 hourly and \$500 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: Kylee Stroble, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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)

X Kylee Stroble, 131 N 21st Ave E Floor 2, Duluth, MN 55812

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

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

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

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

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

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

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

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



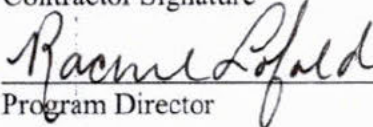
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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.

X   12/12/25
Contractor Signature SSN/Tax ID Number Date
 12/12/25
Program Director 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).

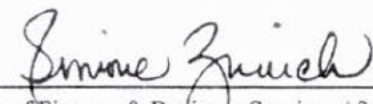
Please check the appropriate line below:

_____ 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		815	898	000	305	432
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

 1/8/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Ferguson, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _____ and shall remain in effect until _____, 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 or 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.

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 \$ _____ hourly and \$ 477 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: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
315 N. Lake Ave. Apt. 312, Duluth, MN 55806

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.

[Signature] [Redacted] 10/15/25
Contractor Signature SSN/Tax ID Number Date

Program Director 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:

☒ 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	215	298	000	305	438
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

[Signature] 1/22/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of Jan, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and George Swanson, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept. 2025 ~~Sept. 2024~~ and shall remain in effect until 12/31/25, 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.** (Must be included) 2025 EHS Holiday Concert Services

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 \$ 2,600 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: Accounts Payable, 709 Portia Johnson Drive, Duluth, MN 55811.

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)

7985 Swan Lake Rd, Culver MN 55779

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.

Contractor Signature

SSN/Tax ID Number

Date

Program Director

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:

☒ 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).

☐ 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

01	E	220	298	000	305	433
XX	X	XXX	XXX	XXX	XXX	XXX

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date



Ballfrog Subscription Agreement

Customer: Duluth East High School

Key Contact: Bill Zwak, billzwak@yahoo.com, 218-428-3981

Accounting Contact: Bill Zwak, william.zwak@isd709.org

Address: 301 N. 40th Ave. E., Duluth, MN, 55804

Date: Wednesday, January 21, 2026

Strategic One-Time Setup Fee

\$495, due upon execution of this Agreement.

Year 1 Prorated Subscription

\$1,875, covering service from February 1, 2026 through June 30, 2026, due upon execution of this Agreement.

Year 2 Subscription

\$4,500 annual subscription fee, due July 1, 2026.

Year 3 and Each Year Thereafter

\$4,500 annual subscription fee, due July 1 of each year.

This Agreement is made and entered into by and between Ballfrog.com , LLC, a Tennessee LLC with principal offices in Nashville, Tennessee, hereinafter referred to as "Ballfrog", and you, the "Customer" listed above, regarding your purchase and use of the Ballfrog platform, applications and services (collectively the "Services"), with those recipients of these Services being known as "Users". This Agreement constitutes the entire agreement between Ballfrog and Customer regarding the Services and is subject to all of the pricing, schedules, and provisions herein.



IMPLEMENTATION & SET UP FEE

Ballfrog agrees to design, implement, and configure the Services according to Customer's unique operations. Below are the one-time charges associated with Customer's Implementation, Service Activation, and Training that will occur during the Implementation Period. Any additional requirements may be subject to additional fees.

<i>Description</i>	<i>Fee</i>
App Build, Design, & Publish	\$1,495.00
Website Build, Design & Publish	<i>Included</i>
Total One-Time Fees	\$1,495.00 \$495.00

ANNUAL SUBSCRIPTION FEE

<i>Description</i>	<i>Fee</i>
Branded Mobile App	\$4,000.00
Branded Companion Website	\$500.00
Total Subscription Fees	\$4,500.00

TERM OF AGREEMENT

The initial term for services shall be three (3) years. Thereafter, the agreement will automatically renew for additional one (1) year renewal terms unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term.

APPROVALS

This agreement is not valid until executed by a Ballfrog authorized signatory. Customer's signature below indicates that Customer has read, agrees to, and accepts this Agreement and the Customer Terms of Service contained herein and acknowledges our standard User Terms of Service available at <https://ballfrog.com/terms-of-service>. This Agreement may be executed in counterparts exchanged electronically. This offer will expire if not executed and returned by an authorized Customer representative 30 calendar days of the Date noted above.

**Ballfrog.com, LLC****Customer**

Name: Sean Cogan

Title: Head of Sales

Signature: _____

Date: _____

Name: Simone Zunic

Title: Exec. Dir. Business Services

Signature: Simone Zunic

Date: 1/28/26



CUSTOMER TERMS OF SERVICE

1. Payment Terms

1.1. Initial Fees. The one-time Implementation and Set Up Fees as well as the Annual Subscription Fees shall be due upon execution of this Agreement or as designated on the initial invoice.

1.2. Subscription Fees. Ballfrog will charge Customer via ACH for the Services. Annual subscription fees shall be due on the 1st day of the month of the anniversary of the execution of this Agreement and Customer agrees to pay such fees electronically via ACH or by check or credit card. Customer is responsible for paying all applicable taxes and fees.

1.3. Late Payment. Ballfrog will charge a late payment fee of 5% (five percent) monthly on any payment (not being reasonably disputed by the Customer) that is not received when due. Ballfrog is entitled to recover a reasonable amount (including attorneys' fees) expended in connection with the collection of fees not paid when due. Ballfrog may suspend or terminate the Services for non-payment of fees.

1.4. Change Fees. After both Apple and Google stores have approved the Customer's applications, should Customer request any design changes requiring a new submission of the technology to both the Apple and Google stores if requested by Customer and such requests are above and beyond the provided scope of the technology capabilities, Ballfrog will charge Customer for Services rendered upon written approval by Customer.

2. Technical Requirements

Because the Services are "cloud-based", Customer understands that in order to access and utilize the Services, Customer and Users will need their own dedicated high-speed internet access or other network connectivity. Ballfrog is not responsible for providing or maintaining this access or connectivity to Users or the Customer or for troubleshooting Customer's network or Customer Systems. Customer may be required to download and install Ballfrog software or mobile applications or access Ballfrog websites to use the Services. Because it is a cloud-based solution, enhancements and upgrades to the Services are made on a regular basis. Ballfrog may change the Services by adding or removing features without notice.

3. Intellectual Property & User License

Ballfrog agrees to provide Customer with a limited, personal, non-exclusive, non-transferable, non-sub-licensable license to use the Services in accordance with the terms of this Agreement. Customer may not use the software or websites for any purpose other than in connection with Customer's own use of the Services. All title to and rights in the software and websites remain with Ballfrog and/or its vendors and partners. Customer agrees not to take any action to interfere with these rights or otherwise gain unauthorized access to the intellectual property embodied in the software and websites.

4. Customer Data & Content

Customer understands that Ballfrog may collect, use, process and store information pertaining to Customer's account and use of the Services. Ballfrog acknowledges that Customer retains ownership of all such proprietary data and information, and Customer acknowledges that Ballfrog acts only as a passive conduit of such information. Ballfrog will not disclose such information to any third party except as necessary to maintain and provide the Services or as otherwise required to comply with applicable law. Customer is responsible for all files and content shared with Ballfrog via any integration, EDI, API, or other mechanism, and Customer agrees to not transmit unlawful information, viruses, or otherwise harmful content or information.





5. Termination

5.1. At Term. The period that you may access and use the Services shall include an initial contract period ("Initial Term") together with any and all subsequent renewal periods ("Renewal Terms"). The length of the Initial Term shall be as specified above. After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month Renewal Terms on each anniversary thereof, unless either party provides notice of non-renewal sixty (60) days prior to expiration of the then-current term.

5.2. For Cause. Customer agrees that BALLFROG may suspend or terminate Customer's access to the Services without notice if: (i) Customer's account is more than 60 days past due; (ii) Customer becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) BALLFROG determines that Customer has violated this Agreement, or (iv) BALLFROG is required to do so by any court or government authority. If Customer's account is more than 60 days past due all of the amounts due under this Agreement shall become immediately due and payable.

6. No Warranties

CUSTOMER AGREES TO USE THE SERVICES AT ITS OWN RISK. CUSTOMER AGREES THAT BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY HARM OR DAMAGES THAT RESULT FROM CUSTOMER'S USE OF THE SERVICES. BALLFROG DOES NOT GUARANTEE THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY. BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES DO NOT MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR NON INFRINGEMENT.

7. Limitation of Liability

CUSTOMER AGREES THAT BALLFROG, AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES EVEN IF BALLFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT THE LIABILITY OF BALLFROG AND ITS SUPPLIERS, RESELLERS AND AFFILIATES TO CUSTOMER FOR ANY CLAIM WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO BALLFROG FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

8. Other Legal Terms

8.1. Compliance with Laws. Customer agrees to comply with all applicable laws and governmental regulations in connection with its use of the Services.

8.2. Indemnification. Customer agrees to indemnify, defend and hold BALLFROG free and harmless from any loss, cost, liability or damage, including attorneys' fees, which BALLFROG becomes liable for by reason of acts or omissions of Customer. BALLFROG will not be liable to Customer or any others for any loss or damages due to Customer's use of the Services.

8.3. Severability. If any provision in this Agreement is held to be invalid or unenforceable the remainder of this Agreement will be valid and enforceable.

8.4. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of such right or provision.

8.5. Assignment. BALLFROG shall have the right to assign this agreement to an affiliate or successor entity, including a purchaser of BALLFROG.



8.6. Notices. All notices required to be sent under this Agreement shall be deemed to have been duly given if (i) sent to the recipient by reputable courier service including USPS; or (ii) transmitted by electronic means upon confirmation of receipt. Any notices must also be sent to Written: BALLFROG.com LLC, Attn: Notices, 1814 Nolensville Pike, Nashville, TN 37210 or Email: info@ballfrog.com.

8.7. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and each party hereby consents to the exclusive jurisdiction of the federal and state courts in that state. Each party submits to personal and subject matter jurisdiction in such court and agrees that such party will not contest venue.

8.8. Time To Bring Claim. No legal action or claim against either party may be brought under this Agreement unless such legal action or claim is commenced within one year after the occurrence causing the alleged harm.

8.9. Modification. No alteration, amendment, waiver, cancellation or any other change to the terms and conditions outlined in this Agreement will be valid or binding on either party unless it has been mutually assented to in writing by both parties.