



CLIENT CONSULTING SERVICES AGREEMENT

This Client Consulting Services Agreement ("Agreement") is made and entered into on July 1, 2026 ("Effective Date") between NOVA Education Consultants ("NOVA"), a Minnesota cooperative having a principal place of business at 1275 Ramsey Street #100 Shakopee, MN 55379 and Rock Ridge Public Schools ("Client"), having a principal place of business at 1405 Progress Parkway Virginia, MN 55792.

1. **Services.** NOVA shall use reasonable efforts to provide personnel to Client to perform the services as described in the attached Client Consulting Work Order ("Work Order") pursuant to the terms and conditions of this Agreement. NOVA shall be responsible for performing the required services in a timely, thorough, and professional manner.
2. **Term.** This Agreement shall be effective as of the date hereof. Either party to this Agreement may terminate the Agreement with cause upon notification or without cause by giving fourteen (14) days prior written notice, which notice shall specify the exact date of termination.
3. **Fees.** In consideration for services provided to Client, Client shall compensate NOVA at the rates set for in the attached Work Order.
4. **Invoices.** NOVA shall provide Client with invoices as often as prescribed in the Work Order. Invoices shall indicate the name of the consultant, number of hours worked, rate per hour, and total amount. Client agrees to pay all undisputed amounts to NOVA within 30 days of the invoice date. Invoices paid after the due date will incur a 1.5% late fee compounded monthly. In the event of termination of this Agreement, Client shall pay NOVA for all services performed prior to and as of the date of termination.

Client shall send payment to:

NOVA Education Consultants

1275 Ramsey Street #100

Shakopee, MN 55379



5. **Use of Name and Logo.** Client grants NOVA the privilege to use Client's name and logo on NOVA's client list. Such client list may appear on NOVA's website and printed promotional material. Client shall provide an electronic copy of an approved logo to NOVA upon request. Client retains the right to further restrict the use of Client's name and logo by written notice to NOVA.
6. **Contractor Status.** NOVA certifies that it is registered and in good standing under the laws of the State of Minnesota and its Federal Employment Identification Number is 88-2468928. NOVA maintains a set of books and records which reflect items of income and expenses of its business. Additionally, NOVA warrants that it is in compliance with all applicable laws and is not prohibited from performing its obligations under this Agreement by any other agreement.
7. **Contractor Conduct.** NOVA shall provide competent, professional services using its own independent skill and judgment. Client and NOVA agree that Client has not established the specific methods of how Contractor should perform duties pursuant to this Agreement. Client shall have no right or responsibility to provide supervision, instruction, or training. NOVA agrees to abide by any and all rules and policies of Client regarding the conduct of personnel performing work on Client's premises.
8. **Insurance.** NOVA will carry insurances, inclusive of professional liability, workers compensation, and general liability. Client may request proof of NOVA's insurance in writing. The District shall be named as Additional Insured under the General Liability policy. Insurance shall be carried by NOVA throughout the duration of the contract.
9. **Benefits.** NOVA and its personnel shall not be entitled to any rights granted or benefits provided to employees of Client including, but not limited to health benefits, group insurance, paid vacation, sick leave, overtime pay, retirement plans, and stock plans.
10. **Indemnification.** Each party agrees to indemnify, hold harmless, and defend the other party from any and all liability, obligation, loss, damage, injury, penalty, action, judgment, suit, claim, cost, expense, or disbursement of any kind and nature which may be imposed on, incurred by, or served against either party by any person or entity relating to, arising out of, or in connection with the existence or performance



of this Agreement, or any alleged act or neglect of either party arising out of or in connection with either party or this Agreement including, but not limited to claims for copyright infringement, plagiarism, literary piracy, unfair competition, misappropriation of rights, or any other claim. Nothing in this section shall affect NOVA's status as an independent contractor. Further, nothing in this section shall affect the limitations of either party's authority as defined elsewhere in this Agreement.

11. **Limitation of Liability.** Neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
12. **Limitation of Authority.** Each party agrees and acknowledges that each shall have no authority to bind or obligate the other party or perform any act on behalf of the other party not expressly authorized in this Agreement.
13. **Confidentiality.** All non-public, confidential or proprietary information of NOVA, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without prior written consent of the Service Provider. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party.
14. **Compliance with Student Data Privacy and Retention.** The Minnesota Government Data Practices ("MGDPA") and the Family Educational Rights Privacy Act ("FERPA") govern all education records and data that NOVA collects, receives, or maintains in connection with services provided under this Agreement. Accordingly,



Service Provider agrees to comply with the MGDPA and FERPA in its collection, maintenance, and dissemination of education records and educational data. This provision survives expiration or termination of this Agreement.

15. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement.
16. Entire Agreement. This Agreement and any associated Work Orders constitute the entire agreement between NOVA and Client with respect to the subject matter and supersede all previous agreements between the parties relating to the subject matter of the Agreement. In the event that any provisions in any Work Order are in conflict with provisions in this Agreement, the provisions in this Agreement shall prevail over any such conflicting provisions. This Agreement may not be amended unless such amendment is in writing and signed by both NOVA and Contractor.
17. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be hand delivered or sent by first-class mail.

Notice to NOVA shall be addressed to:

NOVA Education Consultants

Attn: Emily Cooley Dobbins

1275 Ramsey Street #100

Shakopee, MN 55379

Notice to Client shall be addressed to:

Rock Ridge Public Schools

Attn: Stephanie Aagenes

1405 Progress Parkway

Virginia, MN 55792

18. Assignment. The rights and obligations of NOVA and Client shall not be assigned without prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement to an affiliated entity without the prior written consent of the other party. This contract shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and assigns.
19. Warranty. NOVA warrants that its services provided under this Agreement shall be performed consistent with generally accepted industry standards. No specific result from provision of the services is assured or guaranteed. NOVA disclaims all other warranties, express or implied.



20. **Remedies.** Client's sole remedy and NOVA's sole obligation in the event of a breach of the expressed warranty is at NOVA's sole option to re-perform the services or refund the amounts paid by Client for the services which were not as warranted, provided NOVA has received notice from Client within sixty (60) days of the completion of the services which Client alleges were not performed consistent with the expressed warranty.
21. **Waiver.** No waiver of or failure to exercise any option, right, or privilege under the terms of this Agreement by either party on any occasion shall be construed to be a waiver of the same or of any other option, right, or privilege on any other occasion.
22. **Force Majeure.** The obligations of NOVA pursuant to this Agreement shall be excused during any period of delay caused by matters such as strikes, acts of God, shortages of labor, raw material or power, governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter, which is beyond the reasonable control of NOVA.
23. **Survival.** The provisions of Sections 10 (Indemnification), 11 (Limitation of Liability), 12 (Limitation of Authority), 13 (Confidentiality), 15 (Severability), 16 (Entire Agreement), and 17 (Notices) shall survive expiration or termination of this Agreement by either party for any reason.
24. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

NOVA Education Consultants

Rock Ridge Public Schools

Date: 06/01/2026

Date: 06/01/2026

Signature: *Emily Cooley Dobbins*

Signature: *Stephanie Aagenes*
Stephanie Aagenes (Jun 1, 2026 09:38:43 CDT)

Printed Name: Emily Cooley Dobbins

Printed Name: Stephanie Aagenes

Title: Chief Executive Officer

Title: Special Education Director