CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the ROCK RIDGE PUBLIC SCHOOLS ISD#2909, a school district in the State of Minnesota, hereinafter referred to as "RR".

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the Superintendent of RR. This scope of service will include:

- Representation at the Minnesota Legislature and before its committees;
- Representation before the Administration of State government, the Office of Governor and additionally all constitutional offices along with departments, boards, and commissions;
- Assistance to promote the mission of RR in Northeastern Minnesota;
- Assistance with the RR construction project.

2. **Compensation to Consultant:** In consideration of the services to be performed by consultant pursuant to this Agreement, RR agrees to make payment to Consultant at the rate of $ 3,500 per month retainer. Consultant shall bill RR not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of RR according to its internal approval process following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by consultant pursuant to this Agreement shall be performed by Jeffery D. Anderson and Gary Cerkvenik personally, unless RR has given advance approval for services to be performed by another representative of consultant. All services provided shall be performed to the satisfaction of RR, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

All items of work to be performed by the consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, RR. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in consultant's final work product or services.

RR shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of RR. Such approval shall be a modification of this Agreement. Consultant shall notify RR in writing before it begins any work which will be the basis for a claim for extra compensation. If such notification is not given or is not approved by RR in writing before consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by consultant except as approved in advance by RR.

4. **Ownership of Work Product:** All data gathered, prepared, or recorded by consultant pursuant to the terms of this Agreement shall be the property of RR. Upon request of any duly authorized agent of RR, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to RR.

5. **Term:** The term of this Agreement shall be from January 1, 2027, through December 31, 2028.

6. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and RR. Consultant is an independent contractor and neither it, its employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of RR. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of consultant.

7. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of RR.

8. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

9. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

10. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between RR and Consultant relating to the subject matter hereof.

11. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of RR and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, RR and Consultant have executed this Agreement as of this ____ day of _____, 2026.

ROCK RIDGE PUBLIC SCHOOLS

By: _____
Its Superintendent

COSTIN GROUP MINNESOTA, INC.

By:_____
Jeffery D. Anderson
Its President