

**DIRECTOR OF SPECIAL EDUCATION PROFESSIONAL SERVICES AGREEMENT
BETWEEN INDIGO EDUCATION AND NOVA CLASSICAL ACADEMY
FY26**

This Professional Services Agreement (the "Agreement") is made this April 10, 2025, by and between Innovative Special Education Services, d/b/a INDIGO Education, a Minnesota nonprofit corporation, located at 2550 University Ave W Suite 200N, St Paul, MN 55114 ("INDIGO Education"), and Nova Classical Academy located at 1455 Victoria Way, St. Paul, MN 55102 (the "School"). INDIGO Education and the School shall be referred to collectively herein as the "Parties."

In consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

1. GENERAL AGREEMENT AND TERM

A. INDIGO Education agrees to furnish the Director of Special Education professional services to the School for direct and/or indirect time, commencing on July 1, 2025, and expiring on June 30, 2026 (the "Agreement Term") unless terminated earlier in accordance with the provisions of this Agreement. The Parties may mutually renew the Agreement at the end of the Agreement Term, but neither Party shall be obligated to do so.

B. Non-discrimination. INDIGO Education is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law. INDIGO Education is committed to transacting business only with firms that follow these practices. INDIGO Education will apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Contract, the School certifies that it complies with all applicable federal and state laws and policies related to non-discrimination, equal employment opportunity, and affirmative action.

2. SERVICES TO BE PROVIDED

A. INDIGO Education will perform the duties and assume the role of the School's Director of Special Education (the "Director") for the duration of the Agreement Term. INDIGO Education shall appoint a person/persons to serve as the Director/Director Team who will be responsible for the duties broadly outlined in the position description (the "Services"), attached as Exhibit A hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

B. In addition, INDIGO Education shall appoint a person/persons to support the Director who, at the direction of the Director, will be responsible for the provision of Services.

C. INDIGO Education retains the right to solely determine the specific duties of the Director and their supports, so long as they are consistent with the Services. If during the Agreement Term, the School's needs as related to its Director and their support exceed the services identified in

Exhibit A; upon written request of the School, INDIGO Education will use its reasonable commercial efforts to provide for increased staffing. However, INDIGO Education is not obligated to find nor does it guarantee the availability of additional staff. Upon the Parties' mutual agreement to modify the scope of Services and/or staffing, the Parties will amend the Agreement, including the compensation schedule, in supplemental writings signed by both Parties.

D. The School acknowledges that the Director has certain responsibilities pursuant to state and federal law and regulations, and, in furtherance of those responsibilities, the School acknowledges that it has a duty to cooperate with the Director.

E. The School further agrees to make its business or fiscal manager available to meet with the Director no less than quarterly. The group will meet for the purpose of working to fulfill the School's obligation to meet all Statement of Assurances requirements. According to the Statement of Assurances, Minnesota education agencies applying for state and federal funds under the Individuals with Disabilities Education Act (IDEA), Public Law 108-466, must annually complete and adhere to the Application for Special Education Funds – Statement of Assurances (ED-01350).

F. The School and its business manager will provide the Director with information regarding the financial management and operations of the School. The School agrees to provide the Director and their team at INDIGO Education full access to data collection systems created by the Minnesota Department of Education (Special Education Data Reporting Application (SEDRA) and Minnesota Education Grant System (MEGS)). Initial Here for Acknowledgement of this request.

3. BACKGROUND INVESTIGATIONS

INDIGO Education shall conduct criminal background investigations on all of its employees who are to perform the Services who may come into contact with the School's students before the commencement of those person(s) performing any of the Services.

4. CONFIDENTIALITY

INDIGO Education and its employees, consultants, and contractors shall maintain all records and information arising out of the provision of the Services in accordance with applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to the confidentiality of student education data. It shall be the School's responsibility to provide INDIGO Education with any of its own guidelines, policies, or procedures relating to confidentiality that it wishes for INDIGO Education to comply with pursuant to this paragraph. The School warrants and represents that it and its officers, directors, employees, contractors, and agents will at all times comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, including without limitation those relating to the confidentiality of student educational data.

5. PAYMENT FOR SERVICES

The School shall compensate INDIGO Education for providing the Services as outlined in the compensation schedule, attached as Exhibit B and incorporated herein. Unless otherwise indicated on an invoice or set forth in Exhibit B, the School shall make all payments within 30 days of an invoice. Late payments are subject to late payment fees.

6. PROFESSIONAL CREDENTIALS AND MANDATED REPORTER

A. The Director and all associated INDIGO Education service providers will maintain appropriate Minnesota licensure according to their role.

B. The Parties acknowledge and agree that the Director and all associated service providers are mandated reporters pursuant to Minnesota Statute § 260E.06

7. INDEPENDENT CONTRACTOR

A. INDIGO Education is an independent contractor of the School, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between INDIGO Education and the School for any purpose. Neither party has authority (and will not hold itself out as having authority) to bind the other party, neither party will make any agreements or representations on the other party's behalf without the other party's prior written consent. INDIGO Education shall select the means, method, location, and manner of performing the Services.

B. INDIGO Education shall secure at its own expense all personnel required to perform the Services. INDIGO Education's personnel, while engaged in the performance of the Services under this Agreement, will have no contractual relationship with the School and shall not be considered an employee(s) of the School.

C. INDIGO Education shall not be responsible for any claims that arise out of the employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any school personnel, including, without limitation, claims of discrimination against the School, its officers, agents or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from INDIGO Education, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, the School agrees to defend, indemnify, and hold harmless INDIGO Education, its officials, officers, directors, agents, volunteers, and employees, and its and their respective successors and assigns from any liability, claims, causes of action, judgments, damages, losses, costs, or expense (collectively, "Losses") of whatever kind (including reasonable attorney's fees resulting directly or indirectly from any act or omission of the School, anyone directly or indirectly employed by the School, or anyone for whose acts or omissions, or both, the School may be liable in the delivery of education services, or any combination thereof, and against all Losses because of the failure of the School or its employees to adhere to any applicable state and federal law or any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify, and hold harmless includes but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of School personnel, the unlawful disclosure or use of protected data, or both, or other noncompliance with the requirements of the data privacy provisions of this Agreement. This provision shall not be deemed a waiver of any statutory immunities or liability limits available to any Party under the law.

B. The School shall promptly notify INDIGO Education of any claim, action, cause of action, or litigation brought against the School, its employees, officers, or agents arising from the

Services provided under this Agreement. The School shall also notify INDIGO Education whenever the School has a reasonable basis for believing that the School or its employees, officers, agents, or any combination thereof, or INDIGO Education, or both, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge, or litigation arising out of or related to the Services contained in this Agreement. Failure to provide notices required by this section is a material violation of the terms and conditions of this Agreement.

9. INSURANCE

A. The School will maintain insurance coverage for Workers' Compensation (statutory limits), General Liability, Professional Liability, and Excess or Umbrella Liability for not less than \$1,000,000.00 per occurrence (except with regard to Professional Liability, which will be written on a claims-made basis) and will provide information as to specific limits upon the Parties' execution of this Agreement. Such certificate of Liability insurance shall list INDIGO Education as an additional insured, with the exception of Worker's Compensation and Professional Liability certificates, and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to INDIGO Education, or 10 days written notice in the case of non-payment. If the school receives notice of cancellation or termination from an insurer, the School shall provide a copy of the notice to INDIGO Education within two business days of the School's receipt of the notice.

B. INDIGO Education maintains insurance coverage with minimum limits as follows:

- Commercial/General Liability
 - Combined Single Limit \$1,000,000.00
 - Personal Injury Limit \$1,000,000.00
 - Products-Completed Operations \$2,000,000.00
 - General Aggregate \$2,000,000.00
 - Professional Liability Insurance with limits of \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate

C. The above establishes minimum insurance requirements. It is the sole responsibility of the School to determine the need for and procure additional insurance that it may need.

D. The Parties shall provide updated certificates during the term of this Agreement as insurance policies expire. If a party fails to furnish proof of insurance coverage, the other party may pursue any other right or remedy allowed under the contract, law, equity, statute, or all. Each party does not waive any rights or assume any obligations by not strictly enforcing the requirements outlined in Section 9.

E. Each party waives all rights against the other party, including the other party's officials, officers, agents, volunteers, and employees, for recovery of damages to the extent that damages are covered by the party's own insurance coverages.

10. DATA PRACTICES

A. INDIGO Education understands that the School, its officers, agents, owners, partners, employees, and volunteers must abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information

Technology for Economic and Clinical Health Act (HITECH) adopted as part of the American Recovery and Reinvestment Act of 2009. INDIGO Education understands that if it creates, collects, receives, stores, uses, maintains, or disseminates data because it performs functions of the School pursuant to this Agreement, then INDIGO Education must comply with the requirements of the MGDPA as if it were a government entity.

B. The School agrees to promptly notify INDIGO Education if it becomes aware of any potential claims or facts giving rise to such claims under the MGDPA. The terms of this Section 10 shall survive the expiration, cancellation, or termination of this Agreement.

11. MERGER AND MODIFICATION

A. Entire Agreement. The entire agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, then the terms of this Agreement shall prevail.

B. Modification. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by all Parties.

12. TERMINATION

A. Either party may terminate this Agreement, with or without cause, with 30 days written notice to the other party. INDIGO Education may terminate this Agreement, effective immediately upon written notice, if the School is in default of this Agreement and does not cure such breach within 10 days of written notice from INDIGO Education, *provided that*, any default based on the School's failure to timely pay any amount due to INDIGO Education shall be addressed as set forth in Exhibit B. If the Agreement is terminated and the School does not have a Director of Special Education under contract as of the date the Agreement ends, the Parties acknowledge that INDIGO Education is required by law to report the absence of a Director of Special Education to the Minnesota Department of Education.

B. The School's administrator and the Director of Special Education are required by the Minnesota Department of Education to sign the Statement of Assurance annually. The School acknowledges these Assurances require the School to follow, and the School agrees to comply with all State and Federal laws regarding special education due process and fiscal compliance under the direction of a licensed Director.

C. The Director will make reasonable commercial efforts to provide the School with guidance that is timely, accurate, and ethical. Should the School elect not to follow this guidance, the following steps will be implemented:

- i. The Director will outline the concerns in writing and request a meeting to discuss the concerns with the School's Director. This information will also be shared with the Executive Director of INDIGO Education.
- ii. The Director and the School Director will meet, discuss concerns, and establish a resolution plan within a mutually agreed-upon timeframe. If necessary, the Executive Director of INDIGO Education will participate in this meeting.

- iii. After two failed attempts to schedule a meeting with the School Director, the Director and Executive Director of INDIGO Education will request a meeting including the School's board chair and the authorizer.
- iv. After meeting with the School Director, board chair, and authorizer, if the concerns are not resolved, INDIGO Education will provide notice of termination of services (as outlined in Section 12A) to the School.

13. WAIVER

Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

14. SURVIVAL OF PROVISIONS

A. Provisions that by their nature are intended to survive the Agreement Term and/or the termination of this Agreement include but are not limited to, the following: CONFIDENTIALITY; INDEMNIFICATION; INSURANCE; DATA PRACTICES; TERMINATION; and MINNESOTA LAW GOVERNS.

B. Force Majeure. Except for payment obligations to the School, neither party shall be held responsible for any delay or failure in the performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, pandemic, endemic, an act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

15. NOTICES

Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the party at the address stated in the opening paragraph of this Agreement, or such other address as either party may provide to the other by notice given in accordance with this provision. The Parties agree that notices permitted or required by this Agreement may be made by email when made contemporaneously by United States mail as outlined in this paragraph.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance without giving effect to any choice or conflict of law provision or rule.

17. ASSIGNMENT

The Parties agree that neither party may assign any interest in this Agreement without the written consent of the other party, provided that INDIGO Education may assign this Agreement in connection with a merger, reorganization, or sale of all or substantially all of the assets of INDIGO Education to any other person or entity.

18. SEVERABILITY; HEADINGS; COUNTERPARTS

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability. This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument. All captions and paragraph headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

19. THIRD-PARTY RIGHTS

The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed by their duly authorized officials, and this Agreement is in duplicate on the respective dates indicated below.

THE SCHOOL:

By: _____

Title: _____

Date: _____

INDIGO EDUCATION:



By:

Title: Executive Director

Date: 4/10/2025

EXHIBIT A

DESCRIPTION OF SERVICES

POSITION TITLE: Director of Special Education (the “Director”)

SUPERVISOR: Executive Director of INDIGO Education

Position Summary

As a member of the INDIGO Education team, the Director will provide programmatic and financial oversight of the School's special education programs.

The essential functions of the Director shall include the following:

- Diligently execute the Statement of Assurances and uphold the Code of Ethics for School Administrators (MN Rule 3512.5200).
- Assist the School in complying with federal and state rules/regulations in support of educational programming for students with disabilities.
- Collaborate with the School personnel and the School's contracted providers to monitor programs regarding compliance with all laws, policies, regulations, and guidelines as it relates to special education as mandated by the state of Minnesota and the federal government.

The Director shall be selected based on experience, knowledge, characteristics, and abilities in alignment with INDIGO Education's mission of Service, Leadership, and Integrity and a current Minnesota license as a Director of Special Education and meet the requirements as stated in MN Rule 3512.0200.

EXHIBIT B**COMPENSATION SCHEDULE****1. FEES FOR SERVICES TO BE PROVIDED**

In exchange for the Services provided under this Agreement, the School agrees to compensate INDIGO Education \$21,150.00 (the "Fee") for Services provided over 47 weeks between July 1, 2025, and June 30, 2026. The school will receive approximately three (3) hours (direct and indirect) of service from the INDIGO Education team per week.

Should the Director's responsibilities to the school exceed three (3) hours per week, the School will compensate INDIGO Education for the additional services rendered on an hourly basis at INDIGO Education's then-current (commensurate with date of additional services rendered) hourly rate. As of the date of this Agreement, the hourly rate for the Services is \$150.00. In this instance, the School will receive an invoice to detail the efforts of the INDIGO Education team monthly. The School will compensate INDIGO Education according to the amount specified in Exhibit B of this Agreement.

If, in the instance, the Services exceed the agreed-upon hours per week due to *consistently* increased needs, the Director of Special Education, INDIGO Education Leadership, and the School's Director may meet in good faith to mutually consider a modified Agreement and increase the ceiling contract through an amendment document.

Upon the execution of this Agreement by both Parties, INDIGO Education shall issue to the School an initial, non-refundable invoice in the amount of \$5,000.00 (the "Initial Invoice"). Payment of the Initial Invoice is due to INDIGO Education within 45 days of receipt of the Initial Invoice. This initial payment shall be applied toward the Fee.

The remainder of the Fee will be paid in quarterly increments per the schedule detailed below. However, in no event shall any amount of the Fee be paid after June 15, 2026.

INDIGO Education will invoice the School on the following dates throughout the FY26 school year:

- i. Payment One - August 1, 2025
- ii. Payment Two - November 1, 2025
- iii. Payment Three - February 1, 2026
- iv. Payment Four - May 1, 2026

INDIGO Education will charge the School for in-person visits. Travel will be charged one way at the rate of \$50 per visit, not to exceed \$2,500. The invoice for travel will be sent quarterly.

2. SEPARATION OF PARTIES

In the event that INDIGO Education terminates the Agreement, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates.

In the event that the School terminates the Agreement on or before December 31, 2025, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates. In the event the Agreement is terminated by the School after December 31, 2025, INDIGO Education shall be entitled to the entire Fee.

3. DELAYED PAYMENT FOR SERVICES

In the event that the School is delayed in paying INDIGO Education for services outlined in this Agreement, the following steps will be taken:

- A. A reminder notice will be provided to the School if the payment is late. The School will pay a service fee of 1.5% of the past due amount (MN Statute 471.425)
- B. A payment plan may be established with approval by the Executive Director of INDIGO Education and the Director of the School.
- C. INDIGO Education has the right to pause services until an agreement is reached and payment is discussed.
- D. If payment is not received within 45 days of the due date or in accordance with the agreed-upon payment arrangement, notice will be provided to the School, board chair, authorizer, and the Minnesota Department of Education (MDE).
- E. If payment or payment according to the agreed-upon payment agreement is not received within 60 days, INDIGO Education will issue a termination of services notice to the School. In this instance, INDIGO Education will inform the School's board, authorizer, and MDE of the termination of the partnership.

Signature:

Email:

Title: