July 21, 2025

Mr. Eric Skanson Executive Director

Stride Academy Charter School 3241 Oakham Lane

St Cloud MN 56301

Dear Mr. Skanson,

Thank you for the opportunity to provide this engagement letter for JKrier, LLC. (“JKrier”) to provide consulting services for Special Education Coordinator position at Stride Academy Charter School (“Stride” or “Client”). Set forth below are the terms and conditions for this engagement.

## SERVICES

Introduction. Ms. Nichole L. Krier will personally provide all services under this engagement for the Special Education Coordinator position.

Consultation. JKrier will periodically consult with members of Stride leadership or staff, on an as requested basis, on:

* Special Education Services
	+ Program evaluation needs or needs stated in student special education plans
	+ Special education due process reporting
* Training and Planning
	+ Staff training
	+ Student training
	+ Participation in IEP team meetings or other requested meetings.
* Nature of Consultation
	+ Live meetings
	+ Telephonic or internet meetings
	+ Indirect planning and preparation time related to above services
		- For purposes of clarity, not all services invoiced by JKrier will be based upon onsite meetings or consultation. JKrier will invoice for time required to complete consulting services whether provided via remote location or directly on Stride premises

## CAVEATS AND CONDITIONS

Stride acknowledges and agrees that any services provided pursuant to this agreement will be based solely upon:

1. The representations, information, documents and other facts provided to JKrier by Client, its personnel and any representatives thereof;
2. JKrier’s assumption that there will be timely execution, delivery and performance as may be required by any representation or documents submitted by Client with respect to JKrier’s consulting assistance;
3. Client acknowledges that Client will maintain ultimate responsibility for all management decisions and management functions. Client understands and agrees that the ultimate responsibility, with respect to the ultimate application of any oral or written communications, rests with management of Client. JKrier will not be held liable for any misinterpretations of oral or written communications regarding the application of consulting assistance.
4. Client’s understanding that any assistance provided pursuant hereto will be based on upon the law, regulations, facts and authority in effect at the time specific assistance is provided. If there are subsequent changes in or to the foregoing authorities or fact patterns (for which JKrier shall have no specific responsibility to advise Client), Client acknowledges that such changes may result in that consulting assistance being rendered invalid or necessitate Stride to require a reconsideration of that prior assistance;
5. JKrier will comply with the Minnesota Government Data Practices Act. It is understood that student information is classified as private data under the Minnesota Government Data Practices Act.
6. Client will provide JKrier, LLC. with all necessary records and information relevant to the student for the purposes of the service (s) being provided.
7. JKrier, as a result of providing such consulting assistance, is under no obligation to represent Client with respect to any such challenge or an administrative or judicial challenge thereof. JKrier would generally be available to represent Client before the appropriate regulatory authorities, if permissible, for an additional fee that is mutually agreed upon.

## TERM

This engagement is effective from August 1, 2025, thru June 30, 2026.

## PROFESSIONAL FEES

Professional fees for the services provided by JKrier will be determined as follows:

1. Professional Services: $75 per hour

In addition to professional fees, you agree to reimburse JKrier for our reasonable, out-of- pocket expenses incurred in connection with our services, such as travel, reproduction, telephone, postage, typing, and printing.

Mileage reimbursement will be reimbursed at the rate of 35 cents per mile or the equivalent of 50% of the then in effect IRS standard mileage rate of 70 cents per mile.

Payment of Invoices. JKrier will provide Stride an itemized bill on a monthly basis. Each invoice will itemize the name of the employee providing said service, the date of the service, the type and length of service provided. Payment is expected within 30 days of receipt of an invoice.

## ACCEPTANCE

This engagement letter, together with the General Business Terms attached and incorporated by reference, constitutes the entire agreement between the Client and JKrier with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and JKrier. Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this engagement letter to our office. Your signature also constitutes acknowledgement of receipt of the attached Privacy Notice.

Thank you for giving JKrier the opportunity to service you. If you have any questions, please do not hesitate to call me at (612) 275-9744.

Very Truly Yours, AGREED AND ACCEPTED:

JKrier, LLC. Stride Academy Charter School

By: Nichole L. Krier, Partner

Date: July 21, 2025

By:

Name: Mr. Eric Skanson

Title: Executive Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# JKrier, LLC. – General Business Terms

1. **Services.** It is understood and agreed that JKrier, LLC.’s (“JKrier”) services (the Services”) under the engagement letter to which these terms are attached (the Engagement Letter”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. For purposes of these terms and the Engagement Letter, the “Client” shall mean Stride Academy Charter School and its subsidiaries and/or affiliates. Stride represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its subsidiaries and /or its affiliates, if applicable.
2. **Payments of Invoices.** JKrier’s invoices are due within thirty (30) days of the invoice date. Without limiting its rights or remedies, JKrier shall have the right to halt or terminate the Services entirely if payment is not received within (30) days of the invoice date. The Client shall be responsible for all taxes imposed on the Services or on the transaction, other than JKrier’s income taxes imposed on a net basis or by employment withholding, and other than taxes imposed on JKrier’s property.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of the termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. JKrier may terminate this engagement upon written notice to the Client if JKrier determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law has introduced a new, or modified an existing law, rule, or regulation, interpretation or decision, the result of which would render JKrier’s performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that JKrier’s performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of this engagement, the Client will compensate JKrier under the terms of the Engagement Letter for the Services performed and expenses incurred for the term of the engagement letter.
4. **Ownership of JKrier Property.** To the extent that JKrier utilizes any of its property (whether tangible or intangible) in connection with this engagement, such property shall remain the property of JKrier, and the Client shall not acquire any right or interest in such property. JKrier shall have ownership (including without limitation

copyright ownership) and all rights to use and disclose its ideas, concepts, know- how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall not assert or cause to be asserted against JKrier or its personnel any prohibition or restraint from doing so.

# Limitations on Warranties. THIS IS A SERVICES ENGAGEMENT. JKRIER WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE. JKRIER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT’S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR JKRIER, UPON WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID TO JKRIER HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

1. **Limitation on Damages.** The Client agrees that JKrier, its subcontractors and their respective personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of the fees paid by the Client to JKrier pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of JKrier or its subcontractors. In no event shall JKrier, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect incidental, punitive or exemplary loss, damage, or expense relating to this engagement. In circumstances where all or any portion of the provisions of this paragraph are finally judicially determined to be unavailable, the aggregate liability of JKrier, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
2. **Client Responsibilities.** The Client shall cooperate with JKrier in the performance by JKrier of the Services, including, without limitation, providing JKrier with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to JKrier for purposes of the performance by JKrier of the Services. The Client acknowledges and agrees that JKrier’s performance is dependent upon the timely and effective satisfaction of the Client’s responsibilities hereunder and timely decisions and approvals of the Client. The Client shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within the senior management, to

oversee the Services; (c) evaluating the adequacy and results of the Services performed; (d) accepting responsibility for the results of the Services; and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

1. **Force Majeure.** Except for the payment of money, neither party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic, or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.
2. **Limitation on Actions.** No action, regardless of form, relating to this engagement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the date of the last payment due to the party bringing such action.
3. **Independent Contractor.** It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other’s agent, distributor, partner, fiduciary, joint venture, co-owner, or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.
4. **Confidentiality.** To the extent that, in connection with this engagement, JKrier comes into possession of any trade secrets or other proprietary or confidential information of the Client, JKrier will not disclose such information to any third party without the Client’s consent. The Client hereby consents to JKrier disclosing such information to (a) to any affiliate or related entity (including its partners, principals, and employees), or to other subcontractors, in each case, whether located within or outside the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in in this Paragraph 11; (b) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (c) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by JKrier in breach hereof, (ii) becomes available to JKrier on a nonconfidential basis from a source other than the Client which JKrier believes is not prohibited from disclosing such information to

JKrier by obligation to the Client, (iii) is known by JKrier prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (iv) is developed by JKrier independently of any disclosures made by the Client to JKrier of such information. In satisfying its obligations under this paragraph, JKrier shall maintain the Client’s trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Notwithstanding anything to the contrary herein, the Client acknowledges that JKrier, in connection with performing the Services, may develop or acquire experience, skills, knowledge and ideas that are retained in the unaided memory of its personnel. The Client acknowledges and agrees that JKrier may use and disclose such experience, skills, knowledge, and ideas.

1. **Survival and Interpretation.** The agreements and undertakings of the Client contained in the Engagement Letter, together with all paragraphs herein relating to payment of invoices, ownership of JKrier property, limitations on warranties, limitations on damages, limitations on actions, confidentiality, survival and interpretation, assignment, waiver of jury, governing law, indemnification, information and data, and third party and internal use shall survive the expiration or termination of this engagement. For purposes of these terms JKrier shall mean JKrier, LLC. The Client acknowledges and agrees that no affiliated or related entity of JKrier, whether or not acting as a subcontractor, shall have any liability hereunder to the Client or any other person and the Client will not bring any action against such affiliated or related entity of JKrier in connection with this engagement. Without limiting the foregoing, affiliated and related entities of JKrier are intended third-party beneficiaries of these terms. Any affiliated or related entity of JKrier may in its own right enforce such terms, agreements and undertakings. **The provisions of paragraphs 5, 6, 9, 12, 14, 15, 16 and 18, hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, not withstanding the failure of the essential purpose of any remedy.**
2. **Assignment and Subcontracting.** Except as provided below, neither party may assign transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. The Client hereby consents to JKrier assigning or subcontracting any of JKrier’s rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States, or (b) any entity which acquires all or a substantial part of the assets or business of JKrier. Services performed by JKrier subcontractors shall be invoiced as professional fees on the same basis as Services performed by JKrier personnel, unless otherwise agreed.

# Waiver of Jury Trial. JKRIER AND THE CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

1. **Indemnification.** The Client shall indemnify and hold harmless JKrier, its subcontractors and their respective personnel from all Claims, to the extent such Claims arise out of any act or omission by the Client or any of its personnel. In circumstances where all or any portion of the provisions of this paragraph are finally determined to be unavailable, the aggregate liability of JKrier, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
2. **Governing Law, Venue and Jurisdiction, and Severability.** These terms, the Engagement Letter, including exhibits and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Minnesota (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of Minnesota or any federal court of the United States, in each case located in Hennepin County, the State of Minnesota. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of such terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
3. **Information and Data.** JKrier shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that the Client and its representatives provide to JKrier. All assumptions, representations, information, and data to be supplied by the Client and its representatives will be complete and accurate to the best of the Client’s knowledge. JKrier may use this information and data furnished by others; however, JKrier shall not be responsible for, and JKrier shall provide no assurance regarding, the accuracy of any such information or data. The Client shall be responsible for all information and statements provided by or on behalf of the Client with respect to any of the Services. JKrier shall have no responsibility to address any legal matters or questions of law.
4. **Third Parties and Internal Use.** Client acknowledges that JKrier has not placed any limitations on the Client’s disclosure of the ideas associated with the services or transactions described in the Engagement Letter. Nothing in this paragraph shall be construed as limiting or restricting disclosure of the Services and all Services shall be solely for the Client’s informational purposes and internal use, and this engagement does not create privity between JKrier and any person or party other than the Client. This engagement is not intended for the express or implied benefit of any third party. Unless otherwise agreed to in writing by JKrier, no third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other Services of JKrier. In the event of any unauthorized reliance, the Client agrees to indemnify and hold harmless JKrier and its personnel from all third-party claims, liabilities, costs, and expenses.

# JKrier, LLC. – Privacy Notice

**Introduction**

This privacy notice applies to clients who obtain services from JKrier. JKrier refers to JKrier, LLC. and its subsidiaries or affiliates.

# Information Collection

JKrier may collect personally identifiable information (“PII”) from you such as:

* + Home Address
	+ Home Telephone Number
	+ Date of Birth
	+ Government Identifiers (such as social security number)

In connection with our client acceptance process, JKrier may collect PII about you that may be considered sensitive. This could include, for example, history of any criminal activity. JKrier may also collect PII about you from, among other places:

* + Information you provide directly to us
	+ Information regarding the services that JKrier provides or has previously provided to you
	+ Information JKrier receives from our affiliated entities or third parties relating to the establishment of our relationship or the provision of services to you

This information can be received in any manner, including any in-person discussions, telephone conversations, and electronic or other written communications.

# Information Use

JKrier collects PII about you to:

* + Establish or maintain our relationship with you
	+ Provide you with services you have requested
	+ Keep you informed of services we think may be of interest to you

Without PII, JKrier may be unable to provide you with the services you have requested.

# Disclosure of Information

JKrier may share PII about you with others as permitted by contractual agreement or as required by law, such as:

* + Our affiliates
	+ Third parties in connection with the provision of services to you
	+ Government entities and regulatory bodies
	+ Those with whom you have requested us to share information

JKrier requires third parties who perform services for us to agree to treat PII about you confidentially and securely.

Unless restricted by law, regulation, contract or professional standards, JKrier may transfer PII about you outside the United States to other countries for the purposes described in this privacy notice.

JKrier will provide notice and obtain your consent before:

* + Sharing PII about you with an unaffiliated third party who is not performing services for us, except if such sharing is otherwise permitted by this privacy notice, or
	+ Using sensitive PII about you for purposes not described in this privacy notice JKrier does not sell or lease PII about you to others.

# Access

You may request access to the PII that JKrier has about you. You may also request correction, amendment or deletion of PII about you that is inaccurate. JKrier will treat requests for access, correction, amendment or deletion of PII about you in accordance with applicable legal requirements.

# Information Security

JKrier maintains reasonable physical, administrative and technical safeguards to protect PII from loss, misuse, or unauthorized access, disclosure, alteration or destruction. Our personnel and the personnel of our affiliates are provided access to PII about you only if they have a need to know the information in connection with a legitimate business purpose, such as (i) the provision of services to you or (ii) to help identify other services that JKrier and its affiliates offer that may be of interest or use to you.

# Changes to this Privacy Notice

JKrier reserves the right to change this privacy notice. JKrier will provide you with a revised privacy notice that reflects such changes as required by law.

# Questions

If you have any questions or concerns regarding this notice, please contact John Krier.