



Twin Cities

Education Consultants, LLC

Services Agreement

THIS SERVICES AGREEMENT (“**Agreement**”), dated as of July 1, 2024 (“**Effective Date**”), is entered into by and between Twin Cities Education Consultants, LLC, a Minnesota limited liability company, located at 14027 Lynch Drive, Rogers, MN 55374 (“**Service Provider**”), and Nova Classical Academy, a Minnesota School District located at 1455 Victoria Way, St. Paul, MN 55102 (“**Client**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

RECITALS

WHEREAS, Service Provider is in the business of utilizing independent contractors to provide certain general and special education evaluation and/or consultation services to Service Provider’s clients; and

WHEREAS, Client desires to retain Service Provider to provide such independent contractors to perform said services, and Service Provider is willing to provide such independent contractors under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

1. Services.

1.1 Service Provider, through the use of employees or independent contractors (“**Personnel**”), shall provide Client the services (“**Services**”) set out in one or more statements of work (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as **Exhibit A**. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Client Contract Manager, appointed pursuant to 2.1 and 3.1, respectively.

1.2 The Parties agree that the Client shall be responsible for determining the specific Services, and total amount of such Services, required by Client based on Client’s student population. If Client’s needs exceed the Services and/or Service Hours set forth in an applicable Statement of Work, the Parties shall execute a new Statement of Work subject to Service Provider’s capacity and the availability of additional Personnel. Service Provider cannot guarantee such capacity and assumes no liability for any failure to provide such additional services or Personnel.

1.3 Service Provider shall not exceed the Service Hours or Annual Fee Thresholds set forth in the applicable Statement of Work without prior written approval of Client. If such thresholds are exceeded without prior approval from the Client, then the Contractor does so at its own risk and expense.

2. Service Provider Obligations. Service Provider shall:

2.1 Designate a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (“**Service Provider Contract Manager**”);

2.2 Maintain all necessary licensure for the provision of the Services.

2.3 Provide duly licensed, qualified, and experienced Personnel for the completion of the Services.

2.4 Ensure that Service Provider’s maintain complete and accurate records relating to the provision of the Services under this Agreement;

2.5 Ensure that all Personnel comply with all laws applicable to the provision of the Services.

2.6 Ensure that all Personnel comply with all applicable Client policies, procedures, rules and regulations communicated to Service Provider in writing and applicable to the provision of the Services;

2.7 Upon written request by Client, share applicable Personnel background check results with Client. Client acknowledges and agrees that such background check results will be those found by Service Provider when initially contracting with the applicable Personnel. Personnel holding current Minnesota licenses shall not be subject to additional background checks. Client further agrees that any additional background checks will be completed at Client’s expense.

3. Client Obligations. Client shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed;

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from Service Provider and/or Personnel for instructions, information, or approvals required by Service Provider and/or Personnel to provide the Services;

3.3 Cooperate with Service Provider and Personnel in performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider and/or Personnel to provide the Services;

3.4 Ensure that all information necessary for the provision of Services is communicated to Service Provider and/or Personnel on a time basis. Such necessary information includes, but is not limited to, Client’s education staff qualifications, contracted services, and program delivery.

3.5 Provide suitable space for the provision of Services;

3.6 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in the provision of the Services by Service Provider and/or Personnel.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services, Client shall pay the fees set out in the applicable Statement of Work. Payment to Service Provider of such fees shall constitute payment in full for the performance of the Services. Unless otherwise agreed to in writing by the Client, the total fees for each year during the Term shall not exceed those set forth in the applicable Statement of Work (each, an “**Annual Fee Threshold**”).

4.2 Billable Service hours include all time on site, file review, interpretation, report preparation, phone calls, emails, meetings and any other form of communications. All Services will be billed in fifteen-minute intervals.

4.3 Service Provider will submit itemized invoices, specifying the Personnel and Services provided, within thirty (30) days of the provision of Services. Unless otherwise provided in the applicable Statement of Work, fees will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client agrees to pay a service charge equal to the lesser of 5% per annum or the maximum amount permitted by law on all balances thirty (30) days or more past due. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if Client fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. All payments shall be made to Service Provider via Bill.com (preferred method) or by check payable to **TCEC Metro, LLC, 14027 Lynch Dr., Rogers, MN 55374**. The invoice will be submitted via email to the following email address(es):

akelleyhands@novaclassical.org

or

Nova Classical Academy

1455 Victoria Way

St. Paul, MN 55102

Attn: Abby Kelly-Hands

5. Term. This Agreement shall commence as of the Effective Date and shall continue until **June 30, 2026**, unless sooner terminated pursuant to Section 6 (“**Term**”).

6. Termination. Either Party may terminate this Agreement, with or without cause, by providing the other Party with written notice of its intent to cancel the Agreement thirty (30) days prior to cancellation. In the event of such termination, Service Provider shall be entitled to payment for all Services performed and Expenses incurred prior to the date of such termination.

7. No Specific Personnel Assigned. Client acknowledges and agrees that this Agreement is between Client and Service Provider and not between Client any specific Personnel. Client further acknowledges and agrees that Service Provider may designate and/or replace individual Personnel in Service Provider’s sole discretion. Service Provider shall not be responsible for providing substitute Personnel in the event assigned Personnel is unavailable due to sickness or personal emergency and Client shall use its internal procedures for covering such absences.

8. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the

Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8.1 The details of the means, method and manner for performance of the Services by Service Provider and/or its Personnel shall be under its own control, Client being interested only in the results thereof. The Service Provider and its Personnel shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to control or direct the details and manner of the completion of the Services other than to confirm compliance with Section 2.6.

8.2 Service Provider and/or its Personnel shall be responsible for paying all taxes, including federal, state and local taxes arising out of the provision of Services under this Agreement, including, but not limited, to federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required.

8.3 Service Provider shall secure all Personnel at its own expense. Service Provider's employees and Personnel shall have no contractual relationship with Client and shall not be considered employees of the Client.

8.4 Service Provider's employees and Personnel shall not be eligible for nor provided insurance coverage and/or benefits of any kind from the Client, including, but not limited to, health, medical, dental, life, and/or long-term disability insurance, workers compensation and/or unemployment benefits. Service Provider and/or Personnel, as applicable, shall be solely responsible for obtaining and/or providing any such insurance or benefits.

8.5 Service Provider shall not be responsible for any claims that arise out of employment under Minnesota Unemployment Insurance Law or the Worker's Compensation Act of Minnesota on behalf of any Client personnel, including without limitation, claims of discrimination against the Client, its employees or agents. Such Client personnel shall not be eligible for nor provided any compensation or benefits of any kind from Service Provider, including, but not limited to, health, medical, dental, life, and/or long-term disability insurance, workers compensation and/or unemployment benefits.

9. **Confidentiality.** From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 9; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving

Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 9 only, Receiving Party's Group shall mean the Receiving Party's employees, officers, directors, partners, managers, agents, independent contractors, service providers, and attorneys.

10. Data Practices. Service Provider understands that Client and its personnel must abide by the provisions of all applicable federal, state and local laws, rules, regulations and orders relating to data privacy and confidentiality, including, but not limited to, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("**MGDPA**"), the Family Educational Rights and Privacy Act ("**FERPA**"), the Health Insurance Portability and Accountability Act of 1996 ("**HIPPA**"), and/or the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"). Service Provider further understands that if Service Provider or its Personnel create, collect, receive, store, use, maintain or disseminate data because it performs function of the Client, then Service Provider must comply with the foregoing as if it were a government entity. Service Provider also agrees to comply with all applicable Client data privacy policies, procedures, rules and regulations communicated to Service Provider in writing and applicable to the provision of the Services. Client shall promptly notify Service Provider upon becoming aware of any potential claims, or facts potentially giving rise to a claim, under the MGDPA. Any and all data or materials, including, but not limited to, reports, studies, photographs, negatives, and other documents prepared by the Service Provider and/or Personnel in the performance of this Agreement and the Services shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client upon the expiration or termination of this Agreement. The Client may not protect information that is public under the MGDPA and/or FERPA. In the event either Party threatens to breach this section, the other Party shall be entitled to any and all available remedies, including, but not limited to, injunctive relief and other equitable remedies. This section shall survive expiration and/or termination of this Agreement.

11. Mutual Indemnification.

11.1 Indemnification. To the fullest extent permitted by law, each Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party, and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), resulting directly or indirectly from; (i) Indemnifying Party's breach of this Agreement; or (ii) any willful, negligent, or tortious act of omission by the Indemnifying Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder; or (iii) any failure by the Indemnifying Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. No settlement or compromise that imposes any liability or obligation on the Indemnified Party shall be made without the Indemnified Party's prior written consent (not to be unreasonably withheld). If Indemnifying Party fails to defend Indemnified Party as provided in this

Section 11 after reasonable notice of a claim, the Indemnifying Party shall (i) indemnify and reimburse Indemnified Party for any Losses incurred by it, in its sole discretion, to defend, settle or compromise the claim; and (ii) by the determination of facts common to an action and subsequent action to enforce its reimbursement rights.

11.2 Duty to Notify. Indemnified Party shall give Indemnifying Party prompt written notice (“**Claim Notice**”) of any Losses or discovery of facts on which the Indemnified Party intends to base a request for indemnification. Indemnified Party’s failure to provide a Claim Notice to Indemnifying Party does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related claim. Each Claim Notice must contain a description of the claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any Losses.

11.3 Exceptions. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party’s:

- (a) negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its obligations set forth in this Agreement.

12. Insurance. The following insurance coverage be maintained during the Term:

12.1 Service Provider:

- (a) Commercial Liability - Occurrence (Form CG 00 01 98 or its equivalent)
 - (i) Combined Single Limit \$1,000,000
 - (ii) Personal Injury Limit \$1,000,000
 - (iii) Products Completed Operations \$3,000,000
 - (iv) General Aggregate \$3,000,000
- (b) Professional Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.

12.2 Personnel: Service Provider will require its Personnel to maintain professional liability insurance with the following limits: \$1,000,000 each incident and \$3,000,000 aggregate.

12.3 Service Provider will provide proof of insurance upon request by Client. All insurance policies shall provide Client with 30-day notice of cancellation, non-renewal or material change to coverage.

13. Dispute Resolution. If any dispute arises between the Parties regarding any part of this Agreement or the Parties' obligations or performance hereunder, prior to any legal action the Parties shall first attempt to resolve such disputes as follows:

13.1 Initial Meeting to Resolve Disputes: Any Party may from time to time call a special meeting for the resolution of disputes. Such a meeting shall be held within five (5) working days of written request therefore, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by the Service Provider's authorized representative, the Client's authorized representative and any other person who may be affected in any material respect by the resolution of such dispute. Such representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

13.2 Mediation: If the dispute has not been resolved within sixty (60) working days after the special meeting has been held, a mediator, mutually acceptable to the Parties and experienced in the matters contemplated by this Agreement shall be appointed. The Parties will share the cost of the mediator. The Parties may give the mediator a written statement and the mediator may review any relevant documents. The mediator shall call a meeting of the Parties within ten (10) working days after his/her appointment, which meeting shall be attended by the Service Provider's authorized representative, the Client's authorized representative and any other person who may be affected in any material respect by the resolution of such dispute. Such representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

13.3 Separate Meetings. During such ten (10) day period, the mediator may meet with the Parties separately.

13.4 No Formal Record. No minutes or other formal record or transcript shall be kept with respect to any mediation proceedings, and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party.

13.5 Duration. The entire mediation process shall be completed within ninety (90) working days of the date upon which the initial special meeting is held unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties. If the dispute is not settled within ten (10) working days after the mediation, the Parties are free to pursue any available legal remedies.

14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 14, the other Party may thereafter terminate this Agreement upon seven (7) days' written notice.

15. Non-discrimination. Service Provider 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, or sexual orientation and is committed to transacting business only with firms who share this commitment. Both Parties must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Service Provider shall also develop and have on file for each of its establishments, written affirmative action plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Service Provider certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Agreement and engaging Service Provider, the Client certifies that it shares the foregoing commitment and that it complies with all applicable federal, state and local laws, rules, regulations and orders related to non-discrimination, equal employment, and affirmative action.

16. Non-Solicitation. Client agrees that during the Term and for a period of two (2) years following the termination or expiration of this Agreement, Client shall not directly or indirectly; (i) employ or seek to employ any employee, agent, consultant, or independent contractor of Service Provider; or (ii) attempt to induce, approach, contact or otherwise cause any employee, agent, consultant, or independent contractor of Service Provider to terminate or alter his or her respective relationship with Service Provider.

17. Non-disparagement. The Parties agree that they will not disparage the other Party, any of its officers, directors, employees or Personnel in any manner, whether orally or written, or on any platform, forum or other material including any social media or website.

18. Miscellaneous.

18.1 Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall supersede and control.

18.2 Amendments. No amendment to or modification of or termination of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

18.3 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18.4 Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Client acknowledges and agrees that Service Provider shall utilize independent contractors for the provision of certain Services.

18.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18.5.

Notice to Client:

Address: Nova Classical Academy

1455 Victoria Way

St. Paul, MN 55102

Email: bwedlund@novaclassical.org

Attention: Dr. Brett Wedlund, Executive Director

Notice to Service Provider:

Address: TCEC Metro, LLC, 14027 Lynch Dr., Rogers, MN 55374

Email: business@tceducationconsultants.com

Attention: Jon Hummel, Business Manager

18.6 Choice of Law; Venue. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Minnesota, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota. The Parties expressly agree that any dispute requiring resolution by a court shall be brought only in any state or federal court located in Hennepin County, Minnesota.

18.7 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, [he Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that

the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The Parties also agree that an electronically signed copy and/or a wet signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.9 Mutual Representations. Each Party represents to the other Party that entering into this Agreement shall not create a conflict of interest or breach of any of the Party's obligations under any existing agreements.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

Service Provider:

Twin Cities Education Consultants, LLC

Jessica Schlegel, Managing Member

Apr 9, 2024

By: Jessica Schlegel, Managing Member
Its: Authorized Representative

Client:

Nova Classical Academy

By: Dr. Brett Wedlund, Executive Director
Its: Authorized Representative

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is made **July 1, 2024** by and between Twin Cities Education Consultants, LLC (“**Service Provider**”) and Nova Classical Academy (“**Client**”).

Recitals

WHEREAS, Service Provider and Client are parties to that certain Services Agreement dated **July 1, 2024**; and

WHEREAS, Service Provider and Client have agreed, in Section 1.1 of the Service Agreement, that additional terms shall be reflected in this Statement of Work.

NOW, THEREFORE, Contractor and Subcontractor, in consideration of the following mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

Some of the Services provided under this Statement of Work shall be for students having and/or suspected of having a disability and whose individualized education plans (IEPs) contain documentation of the need for services. All Services are specifically designed instruction and not available to non-disabled students. All Services shall be provided at no cost to the parent(s) of the students receiving such Services.

Board Certified Behavior Analyst (BCBA) / Mental Health Practitioner (MHP) / Registered Behavior Technician (RBT) Support Services:

- **Evaluation Services:**
 - Conduct standardized and non-standardized assessment of students’ social, emotional, behavioral, and adaptive/functional skills;
 - Attend necessary child study teams to support potential special education evaluation planning;
 - Attend evaluation/IEP planning meetings and team meetings related to students Service Provider is supporting for Client evaluations
 - Provide written and verbal communication of evaluation results and participate in evaluation result meetings;
- **Client Staff Consultation:**
 - Mentoring, coaching, and/or training;
 - Participation in requested child study team meetings to offer recommendations/support in planning;
 - Student consultation support for evaluation and/or IEP planning/writing;
 - Consult with Client staff, parents, and related service providers regarding translation of assessment outcomes into goals and support needed for eligible students;
 - General education support with interventions/student referral process/etc. as needed

- **Functional Behavioral Assessments and Behavior Plans:** Service Provider to support the school-based team in:
 - Writing high-quality functional behavioral assessments (FBAs)
 - Writing behavior plans;
 - Providing coaching/mentoring/training on implementing behavior plans
- **Behavior Interventions:** supporting the school team in designing and implementing appropriate behavior interventions for tier 2 and tier 3 students;
- **Data Collection and Reinforcement:** supports the school team in designing and implementing appropriate reinforcement systems and helpful data collection systems;

Service Hours: Service Provider and/or Personnel shall provide Client Services up to the following time thresholds during each academic year:

Board Certified Behavior Analyst (BCBA): \$140 per hour

Mental Health Practitioner (MHP): \$105 per hour

Registered Behavior Technician (RBT): \$75

2024-2025: **400** hours

2025-2026: **400** hours

Annual Fee Threshold: Total annual fees for the hours stated above shall be: “ESTIMATED”

2024-2025: **\$56,000**

2025-2026: **\$56,000**

Due Process Support Services:

- **Due Process Coaching/Mentoring:** Service Provider licensed in special education will support and provide; coaching/mentoring support to school members, which could look like:
 - consultation, coaching, modeling and training in areas of due process skills;
 - IEP writing;
 - Evaluation support;
 - Other teacher coaching/mentoring/training schools might need in order to build capacity.
- **Other Due Process Support:** Service Provider who is licensed in special education to support all special education due process related needs.
 - Attends child study team meetings
 - Consults with district teams on IEP’s and evaluation needs
 - Attends necessary meetings related to special education
 - Provides guidance on programming for special education services based on the special education director’s lead.

- **Special Education Evaluations:** special education evaluation support from a licensed special education teacher;
 - Participation in student study teams;
 - Conduct standardized and non-standardized assessment of students' cognitive, social, emotional, behavioral, and adaptive/functional skills;
 - Development of special education evaluations and eligibility;
 - Consultation and support for writing goals/objectives for IEP's.
 - Provide written and verbal communication of evaluation results and participate in evaluation result meetings;

Service Hours: Service Provider and/or Personnel shall provide Client Services up to the following time thresholds during each academic year at a rate of \$125 per hour:

2024-2025: **100** hours

2025-2026: **100** hours

Annual Fee Threshold: Total annual fees for the hours stated above shall be: "ESTIMATED"

2024-2025: **\$12,500**

2025-2026: **\$12,500**

Related Support Services: Early Childhood Special Education (ECSE) - Developmental Delay (DD)

- Conduct standardized and non-standardized assessment of students' cognitive, social, emotional, behavioral, and adaptive/functional skills related to their licensed area of expertise;
- On an as-needed basis, collaborate with Client staff members regarding student needs, including but not limited to, the provision of small-group support, direct services, behavioral consultation, IEP creation, etc.;
 - **Direct Support:** Service Provider will:
 - Provide direct services to Client students based on the agreed to service hours listed below. If additional services are requested outside of this statement of work, an addition will need to be made to the statement of work before supporting additional service needs that arise;
 - Provide a Service Provider licensed in specific area of need to support Client needs;
 - **ECSE ONLY:** Direct services for Pre-Kindergarten (Pre-K) students will be provided by an ECSE Service Provider;
 - If Client wants a Service Provider to provide direct services to students who are in grades Kindergarten through age seven, Client will need to discuss with Service Provider and agree upon how services will be delivered prior to direct services being provided to students older than Pre-K; These services may be provided by a K-12 Sped Teacher with an ECSE teacher supporting indirectly via consultation, coaching, modeling, etc.

- An addition to the Statement of Work may be required to support services for students older than Pre-K;
- **Indirect Consultation Support:** Service Provider licensed in a specific special education area will provide:
 - Review of pertinent educational records of students selected by Client;
 - Consultation, recommendations, and assessments for special education evaluations;
 - Provide feedback to Client’s special education staff and applicable supervisors;
 - Provide written and verbal communication (In licensed area of expertise) for evaluation results and participate in evaluation result meetings;
 - Consult with Client staff, parents, and related service providers regarding translation of assessment outcomes into goals and support needed for eligible students;

Service Hours: Service Provider and/or Personnel shall provide Client Services up to the following time thresholds during each academic year at a rate of \$115 per hour:

2024-2025: **75** hours

2025-2026: **75** hours

Annual Fee Threshold: Total annual fees for the hours stated above shall be: “ESTIMATED”

2024-2025: **\$8,625**

2025-2026: **\$8,625**

Staff Development as it pertains to the READ ACT: From Minnesota Department of Education (MDE) *Beginning July 1, 2024, each district and charter school must provide teachers and instructional support staff with responsibility for teaching reading with training on evidence-based reading instruction that is approved by the Department of Education.* Client will work with Service Provider to register the Service Provider on the online MDE platform. Clients must provide access to training by July 1, 2024. Notifying Phase 1 staff of the scheduled professional development qualifies as providing access. Client will then be responsible for notifying the Service Provider of access to this professional development.

Increased Service Needs: If the Client needs exceed the services identified in this Statement of Work, Service Provider will use reasonable best efforts to provide the increased staffing. However, Service Provider cannot guarantee the availability of the additional staff and assumes no liability for any failure to provide such staffing.

Premium Service Fee: If Client needs exceed the services identified in this Statement of Work, and the Service Provider uses reasonable best efforts to provide the increased staffing to support the Client’s increased need; Service Provider will do so at a Premium Service Rate to accommodate the disruption of current Service Provider placements in order to provide the increased service need at Client’s request. Premium Service Fee will be an increase of ten dollars (\$10) more per hour over the requested service rate.

Assessment Use/Protocols:

First protocol (per student): no additional fees

Additional Protocols (per student): \$10/per protocol

Rush Evaluation: Evaluation Services needed within five (5) days or less from Client’s request will be subject to \$150 fee in addition to Service Provider’s standard rates.

Bundled Service Discount: Clients who contract with and utilize TCEC for three (3) or more service areas will receive a 3% discount on each service hourly rate. If Client does not regularly utilize at least 3 services, the normal rate will be billed to Client.

Hourly Service Rates		
	2024-2025	2025-2026
Due Process Consultant/Special Education Evaluations/Sped Coordinator	\$125	\$125
Licensed Special Education service provider(s)	\$115	\$115
BCBA	\$140	\$140
Mental Health Practitioner (MHP)	\$105	\$105
Registered Behavior Technician (RBT)	\$75	\$75

Remaining Terms: All terms of the Service Agreement, except as expressly modified herein, shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work to be effective as of the date first appearing above.

Service Provider:

Twin Cities Education Consultants, LLC

Jessica Schlegel, Managing Member

By: Jessica Schlegel, Managing Member
Its: Authorized Representative

Apr 9, 2024

Client:

Nova Classical Academy

By: Dr. Brett Wedlund, Executive Director
Its: Authorized Representative