

**UPTICK EDUCATION
SERVICE AGREEMENT
SY25 and SY26 Two-Year Agreement
School Psychology**

This Independent Contractor Agreement (the “Agreement”) is made as of April 1, 2024 by and between:

Client:

Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

And

Contractor:

Uptick Education, a Minnesota Limited Liability Company with a mailing address of 13119 Danube Lane, Rosemount, MN 55068

Recitals

The Client wishes to be provided with the Services (defined below) by a qualified Contractor with expertise licensed by the Minnesota Department of Education to provide School Psychology Services, and the Contractor agrees to provide the Services to the Client pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the recitals above, the promises in this Agreement below, and for other good and valuable consideration, the parties to this Agreement agree as follows:

1. Services. The Independent Contractor shall provide the following services (the “Services”) to the Client. The Contractor is licensed by the Minnesota Department of Education as a SCHOOL PSYCHOLOGIST to provide services within a public school in the State of Minnesota, pursuant to the terms and conditions of this Agreement:

- School Psychology Services within the scope and practice set forth by the Minnesota Department of Education (MDE)

1.1 School psychology services may be provided to Client by Contractor. All services shall be provided by professionals who have professional graduate degrees relevant to the service performed and are holding a current license from the Minnesota Department of Education. Copies of licenses and certification shall be made available for Client upon request. All licenses and certifications shall be maintained and kept current as long as services are being provided to Client. Throughout the remainder of this agreement Contractor shall mean both employees or subcontractors or personnel of Uptick Education , LLC.

2. Delivery of the Services. The Contractor shall commence the provision of the Services on August 1, 2024 (the “Commencement Date”), and continue through June 30, 2026 (the “Completion Date”), unless terminated earlier pursuant to Section 6. This agreement covers the 2024-2025 and 2025-2026 school years and will utilize the school year calendar as provided by the Client.

3. Payment. As consideration for the provision of the Services by the Contractor the Price for the provision of the Services (“Price”) shall be as follows:

<u>School Year</u>	<u>Rate</u>	<u>Contract Ceiling</u>
SY25 (8/1/24 - 6/30/25)	\$115 per hour	\$138,000
SY26 (8/1/25 - 6/30/26)	\$119 per hour	\$142,800

The per hour rate shall be prorated to quarter-hour increments. The rate is inclusive of travel within 20 miles of Rosemount, invoicing time will begin/end for travel that exceeds 20 miles to and from Rosemount and the site location.

3.1 Completion shall be defined as the fulfillment of Services as described in Section 1 in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld. **The total Payments from the Commencement Date to the Completion Date shall not exceed the “Contract Ceiling” listed above without prior approval from the Client. This figure includes an estimate of 1,200 hours for the duration of the school year, which estimates variable weekly hours (need based).**

3.2 The Contractor agrees to be paid on a monthly basis beginning on September 1, 2024 until the completion of Services.

3.3. The Contractor shall invoice the Client for Services that it has provided to the Client monthly. The Client shall pay such invoices within 28 days of the date of the invoice. Any invoice that is not paid by its due date will be charged interest at the rate of 1.5% per month on its unpaid balance until paid in full.

4. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/ payments, disability insurance, unemployment taxes, and any other costs that may or may not be in connection with the Services provided Contractor.

5. Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or subcontractors under this Agreement.

6. Termination. This Agreement will terminate upon the Completion Date.

6.1 In addition, the Client or Contractor may terminate this Agreement with 30 days written notice of termination. The Contractor shall be entitled to full payment for services performed prior to the date of termination.

7. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Services (IRS), is an independent contractor, and neither the Contractor’s employees or subcontractors or related personnel are, or shall be deemed, the Client’s employees. In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Service required under this Agreement. Neither Contractor, nor the Contractor’s employees or subcontractors or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this

Agreement shall be performed by the Contractor, Contractor's employees or subcontractors or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

8. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring licenses, permits, and certificates necessary to perform the Services under this Agreement.

9. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

10. Benefits of Contractor's Employees or Subcontractors. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time off, sick pay, personal leave, or any other benefit provided.

11. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

12. Workers' Compensation. The Contractor shall be responsible for providing all worker's compensation insurance on behalf of their employees or subcontractors. If the Contractor hires employees or subcontractors to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

12. Limitations. In no event shall service provider be liable for any direct, indirect, special or consequential damages in any way related to the services performed under this agreement or actions or inactions of service provider related in any way to the services, whatsoever, and service provider's liability, under no circumstances, will exceed the price for the services for which liability is claimed.

13. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of confidential information would harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client. The Contractor agrees that any information and data received by the Contractor or employees or subcontractors during the term of this Agreement shall be treated and maintained by the Contractor in accordance with all applicable federal, state and local laws, rules and regulations. The Contractor also agrees to comply with all the provisions and requirements of the Client's data privacy policies, to be provided to the Contractor by the Client prior to the start of any contract term. Any data or materials, including, but not limited to, reports, educational record, or any documents prepared by the Contractor in the performance of the obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion or termination of this Agreement. To the best

of the Contractors knowledge any intellectual property such as reports created are original and do not infringe on the intellectual property rights of others.

14. Relationship of the Parties. The parties acknowledge and agree that the Services performed by the Contractor, its employees, agents or subcontractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

15. Mutual 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 15 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. 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.

16. Miscellaneous.

16.1 This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota.

16.2 If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.


16.3 Neither party shall assign or transfer all or any part of its rights under this Agreement without the written consent of the other party.

16.4 This Agreement may not be amended without the prior written agreement of both parties.

16.5 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement.

Signatures on the following page.

SIGNATURES

Client:	Nova Classical Academy	Contractor:	Uptick Education, LLC
Signature:		Signature:	
Print Name:		Print Name:	Ellen Grossman, EdD, NCSP
Title:		Title:	Owner
Date:		Date:	April 1, 2024