

**UPTICK EDUCATION  
SERVICE AGREEMENT  
2026 - 2027 School Year  
School Psychology Services**

This Independent Contractor Agreement (the “Agreement”) is made as of April 11, 2026 by and between:

**Client:**

Nova Classical Academy  
1455 Victoria Way W  
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 entity Uptick Education shall provide the following services (the “Services”) to the Client. The contractor and subcontractors are 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 School Psychologists through Uptick Education. Services shall be delivered in compliance with IDEA, applicable federal regulations, and Minnesota special education statutes and rules (including Minn. R. 3525), including timelines, evaluation procedures, and due process requirements. Services may include direct and indirect activities necessary to fulfill school psychology responsibilities, including but not limited to assessment preparation, materials management, documentation, compliance-related tasks, and coordination required to deliver services in accordance with applicable standards.

**2. Delivery of the Services.** The Contractor shall commence the provision of the Services on August 1, 2026 (the “Commencement Date”), and continue through June 30, 2027 (the “Completion Date”), unless terminated

earlier pursuant to Section 6. This agreement covers the 2026-2027 school year and will utilize the school year calendar as provided by the Client. Services are as requested and scheduled.

**3. Payment.** As consideration for the provision of the Services by the Contractor the Price for the provision of **the Services (“Price”) shall be: \$116.00 per hour.** The per hour rate shall be prorated to quarter-hour increments. The hourly rate includes travel time of up to 30 minutes each way between Uptick Education service provider office and the service location. Travel time exceeding 30 minutes each way may be billed at the hourly rate, with billing beginning after the initial 30 minutes and ending upon arrival at the service location (and similarly for return travel). Travel between school sites or clients during the same workday will not be billed.

3.1 Completion shall be defined as the fulfillment of Services as described in Section 1 in accordance with industry standards and consistent with professional standards. Client may provide feedback but shall not control the manner or means of performance. **The total Payments from the Commencement Date to the Completion Date shall not exceed \$159,300.00 (the “Contract Ceiling”) without prior written approval from the Client. This figure includes an estimate of approximately 1,350 hours through the school fiscal year SY27. Only hours utilized and directed by client request are invoiced.**

3.2 The Contractor agrees to be paid on a monthly basis beginning in August 2026 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. The Contractor reserves the right to suspend services for non-payment after 56 days of the date of the invoice.

**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. Contractor maintains commercially reasonable insurance coverage appropriate to the services provided and shall provide proof upon request.

**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 as is not to be regarded as 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, scheduling, days of work, and order the work is performed. The Services required by this Agreement shall be performed by School Psychology contractors and subcontractors of Uptick Education. Contractor retains responsibility for services and compliance. The contractor shall not receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement. Client shall not direct, supervise, or control contractors. The parties

acknowledge that, due to the nature of school-based services, the Client may provide information regarding student needs, schedules, service locations, and compliance requirements (including IEP implementation). Such coordination shall not be interpreted as control over the manner or means of service delivery and does not alter the independent contractor relationship. Contractor may assign or substitute qualified personnel to perform services under this Agreement at its discretion with written notice, provided such personnel meet applicable licensure requirements.

- 8. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that all subcontractors, 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. Contractor shall ensure personnel meet applicable legal and school requirements for working in educational settings.
- 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.** To the fullest extent permitted by law, Contractor's total liability arising out of or related to this Agreement shall not exceed the total amount paid to Contractor under this Agreement. This limitation shall not apply to liability resulting from Contractor's gross negligence, willful misconduct, or breach of confidentiality obligations under this Agreement.
- 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. Contractor and its subcontractors shall be considered "school officials" under FERPA and shall comply with all requirements of FERPA and the Minnesota Government Data Practices Act (Minn. Stat. § 13), including §13.32 governing educational data. In the event of any actual or suspected unauthorized access, disclosure, or breach of confidential information, the Contractor shall notify the Client as soon as possible and cooperate fully in any required response or investigation.

**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 grossly negligent, willful, or intentionally wrongful act or omission by the Indemnifying Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether 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 the 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.

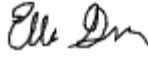
16.2 If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.

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**

<b>Client:</b>	Nova Classical Academy	<b>Contractor:</b>	Uptick Education, LLC
<b>Signature:</b>		<b>Signature:</b>	
<b>Print Name:</b>		<b>Print Name:</b>	Ellen Grossman, EdD, NCSP
<b>Title:</b>		<b>Title:</b>	Owner
<b>Date:</b>		<b>Date:</b>	April 11, 2026