

# Nova Classical Academy 2022 - 2023 Due Process Facilitator Contract

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

**PROVIDER:** Anna Howell, M.Ed,  
Licensed Special Education Teacher  
[howell1864@gmail.com](mailto:howell1864@gmail.com)

## A. CONTRACT AGREEMENT

This agreement is hereby entered between Anna Howell, hereafter referred to as the PROVIDER and Nova Classical Academy, hereafter referred to as the AGENCY.

## B. PROVISIONS

1. This agreement shall be in effect **September 1, 2022** to **June 30, 2023**.
2. Type of service provided: **Due Process Facilitator - off site contractor position**
3. Service rates: \$60.00 per hour for duties as designated below:

### **Due Process Facilitator**

#### **1. Individual Education Programs**

- Plans, develops and writes individualized education programs (IEPs) that address individualized learning goals, objectives, learning strategies and behavior management plans for students with special needs.
- Schedules IEP and other special education meetings, including creation of Notice of Team Meeting, and sending calendar invites with Zoom links to all appropriate parties.
- Monitors all due process timelines
- Assist Special Education Teachers in developing Individual Education Plan (IEP) goals based on assessment data and student need
- Communicates timelines and status updates on due process paperwork with all appropriate team members.
- Attends CST and Department meetings to ensure clear communication of due process information.
- Regularly communicates with general education teachers to ensure input for IEP meetings, including communication of Excusal Forms to parents, completion, and sending of Excusal Forms.
- Regularly communicates with special education teachers to ensure clear communication and training support for growth for special education teachers.
- Provides paperwork to guardians (email, US post), including annually sending the Procedural Safeguards notices.

- Facilitates the IEP meetings via Zoom unless there is a special circumstance and a meeting is held in person.
- Writes IEP, in conjunction with the special education teacher, the PWN, and other relevant paperwork, ensuring adherence to all due process compliance requirements.

## **2.Evaluation Reports**

- Build Evaluation Plan in SpEd Forms to align with Evaluation Report with appropriate team member input.
- Send Evaluation Plan PWNs to parents/guardians
- Collect signed evaluation plan and update evaluation team with due dates and timelines
- Analyze results of assessments and write up evaluation reports, including typing up information from the teacher/parent questionnaires and other data (baselines), cumulative file reviews, and other evaluation sections as determined appropriate by the evaluation team members.
- Finalize Evaluations & Evaluation Prior Written Notices in SpEdForms and validate Individual Education Plans and Prior Written Notices once signature/passive consent is received
- Consult with the evaluation team members to determine eligibility of students for Special Education
- Prepare Evaluation Mtg Agenda, share with appropriate personnel
- Facilitates the Evaluation Results Meetings, including initial and re-evaluations, unless otherwise determined by the Special Education Coordinator

## **3.General Due Process Support**

- Complete a shared Due Process Calendar with reminders and deadlines entered to be shared with all appropriate team members.
- Support Case Managers with intake meetings, including creation of an agenda, facilitating the intake meeting, and completing the intake IEP and PWN, sending the intake IEP and PWN to parents.
- Review students' due process files for audits to ensure compliance
- Add new students to SpEdForms, including writing the IEP into SpEdForms manually as appropriate for transferred students
- Support Special Education Teachers in learning SpEdForms to ensure growth.
- Collaborates with special education staff on when to schedule IEP, child study and results meetings in accordance with state, federal and district policies, procedures and timelines.
- Tracks due process dates on spreadsheet to monitor due process planning/scheduling.
- Copies and disseminates due process paperwork and progress reports to parents, team members.
- Tracks prior written notices/consent forms for signatures and timelines.
- Completes all required due process paperwork required and/or mandated by state and federal laws or as required by the District.
- Collaborate with Special Education Coordinator on a regular basis, and once monthly with the Special Education Coordinator and Director of Special Education, and as needed, with Executive Director, and Nova Classical Academy leadership team.
- Communicates due process concerns to Special Education Coordinator and Director
- Other duties as requested by the Special Education Coordinator.

2. Total contract cost maximum: **\$79,000.00**

3. The cost maximum shall not be exceeded without written approval from both the AGENCY

and PROVIDER. If the contract maximum is exceeded without prior approval from both parties, the PROVIDER does so at its own risk and expense.

**C. PROVIDER agrees to:**

1. Provide the services stipulated in the type of service indicated under B.2.
2. Furnish documentation of services rendered in the form of bi-weekly Invoices submitted by email no later than the 15th day and the 30th day of the month.
3. Keep confidential any information about students, family, and staff, which is shared by AGENCY staff, students, or parents, and to share such information only with persons authorized by law or by written release executed by student's parent(s) or legal guardian(s), to receive such information.
4. Comply with all State Licensing Standards, all applicable accrediting standards, and any written standards or criteria established by the AGENCY to assure quality services.
5. Maintain appropriate program records and appropriate case files to document the provision of the agreed upon services to clients.
6. Comply with the equal opportunity employment standards and policies dedicated to a policy of non-discrimination in the provision of said services to clients regardless of race, creed, color, age, sex, religion, national origin, marital or veteran status, medical condition, or disability.
7. Conduct annual background checks from a national database. No individuals shall be assigned to work at the AGENCY until a criminal background check has been completed and returned with satisfactory results. The PROVIDER and AGENCY prohibit any personnel listed on any Sex Offender Registry from having direct interaction with students.
8. Any information and data received by the PROVIDER during the term of this agreement shall be treated and maintained by the PROVIDER in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provision of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter
9. The PROVIDER also agrees to comply with all of the provisions and requirements of AGENCY's data privacy policies.

**D. The AGENCY agrees to:**

1. Send to the PROVIDER the AGENCY accounts payable email address to which bi-weekly PROVIDER invoices are sent and received by the AGENCY for reimbursement of services.
2. Pay the PROVIDER for services rendered Due within 7 business days of the PROVIDER's bi-weekly Invoice.
3. Inform the PROVIDER of scheduled holidays and any variations in the agreed upon schedule.
4. Give assistance, direction, and information to the PROVIDER as needed to assure compliance of the PROVIDER with any and all applicable federal state laws, standards, and regulations governing service

providers.

5. The PROVIDER and the AGENCY agree to be responsible for their own liabilities. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other from any claims, damages, or expenses incurred as a result of the negligence or intentional act or omission of the party.

6. The PROVIDER shall maintain insurance coverage consistent with Minnesota Statutes, Chapter 466.

7. Termination: Either party may terminate this agreement, with or without cause, with written notice 30 days prior to the termination date. Notices shall be sent to PROVIDER at the address at the top of this Agreement, and to AGENCY at the address listed for AGENCY on page one by email.

In the event of termination pursuant to this section, AGENCY shall pay PROVIDER for those services rendered through the date of termination.

In witness whereof, the parties acting through their duly authorized officials have executed this agreement on the dates listed below:

For Nova Classical Academy:

Brett Wedlund, Executive Director

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

Anna Howell

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