

Twin Cities Education Consultants, LLC (TCEC) Contracted Services Agreement Amendment to Contract 2024-2026 school years

Amendment is made and entered into by and between Nova Classical Academy, a Minnesota School District located at 1455 Victoria Way, St. Paul, MN 55102 (hereinafter referred to as the "DISTRICT") and Twin Cities Education Consultants, LLC (thereinafter referred to as the "CONTRACTOR"), effective April 4, 2025.

Ехнівіт А

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.

Services below are adjusted by this amendment.

Due Process Support Services:

- <u>Due Process Coaching/Mentoring</u>: 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.



- <u>Other Due Process Support:</u> 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.
- <u>Special Education Evaluations:</u> 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;

<u>Service Hours</u>: 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 2024-2025: 200 hours

2025-2026: 100 hours 2025-2026: 200 hours

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

2024-2025: **\$12,500** 2024-2025: **\$25,000**

2025-2026: **\$12,500** 2025-2026: **\$25,000**

Special Education Teacher added to services below - Inadvertently omitted on the original scope of 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;
- <u>Client Staff Consultation:</u>
 - 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
- <u>Functional Behavioral Assessments and Behavior Plans</u>: 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
- <u>Behavior Interventions:</u> supporting the school team in designing and implementing appropriate behavior interventions for tier 2 and tier 3 students;
- <u>Data Collection and Reinforcement:</u> supports the school team in designing and implementing appropriate reinforcement systems and helpful data collection systems;

<u>Service Hours</u>: 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

Special Education Teacher: \$115 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**

No changes to the previously approved services below

<u>Related Support Services</u>: 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.;
 - <u>Direct Support:</u> 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;
 - <u>Indirect Consultation Support:</u> 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;

<u>Service Hours</u>: 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

<u>Rush Evaluation</u>: 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

<u>Remaining Terms</u>: 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

Jon Hummel

By Oon Hummel, Business Manager Its: Authorized Representative

Client:

Nova Classical Academy

By: Dr. Brett Wedlund, Executive Director Its: Authorized Representative Apr 4, 2025