

Nova Classical Academy 2023 - 2024

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

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 **August 1, 2023** to **June 30, 2024**.
2. Type of service provided: **Due Process Facilitator - off site contractor position**
3. Service rates: \$65.00 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.

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 14 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 Anna F. Howell Date: 4/18/2023