

April 13, 2022

Dr. Brett Wedlund
Executive Director
Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

Dear Dr. Wedlund,

Thank you for choosing Twin Cities Education Consultants (TCEC), LLC for your educational service needs. I am confident TCEC can continue to offer your school quality service in which you will be very satisfied with!

Enclosed please find our Agreement for Services for the 2022-2023 and 2023-2024 school year(s):

Early Childhood Special Education Services (ECSE). If this Agreement is acceptable to you, please sign and return. Once signed, TCEC can begin services with **Nova Classical Academy**.

TCEC is excited to share our new partnership with Ignite Child Development Services! Schools and families are stressed. The social, emotional, and mental health needs have only increased during the current persistent pandemic and community disruptions. The demand for schools to meet the increasing needs of their school community has only intensified. With this partnership TCEC has the specialized resources to meet student needs.

TCEC embeds our **behavioral-based services** in close collaboration with the Special Education and General Education team. Our full continuum of services allows us to individualize our services based on the specific needs of a student and school.

Our Services Include (but are not limited to):

- Functional Behavior Assessments
- Behavior Intervention Plans
- Direct Student Support (1-1 or small group)
- Mental Health Diagnostic Assessment and Direct Mental Health Therapy
- Direct Art Therapy (Individual and Small Group)
- Staff Consultation and Training
- Social Skills Support: If your school is looking for an SEL curriculum (supports both general & special education) take a look at TCEC's *The Power of Three: Teaching the Brain to Make Good Choices*.
- Support MMTS/Intervention process

Our Behavioral Health – Mental Health Services Team includes:

- A licensed Supervising Clinical Psychologist
- A licensed School Psychologist
- Licensed Special Education Teachers
- National Certified BCBA-D
- A licensed Supervising Clinical Social Worker
- Certified Behavior Therapists
- Certified Art Therapists and Art Therapy Interns

Billing Support for schools:

In addition to providing direct contract billing for our services. TCEC offers partner schools an option for third-party insurance billing. TCEC can bill third-party insurance for direct services provided to partner school students who meet medical necessity and have a mental health diagnosis. Reach out to us for more information on how we can support your school!

If you have questions, please don't hesitate to reach out. I can be reached at 763.220.0599. Again, thank you for choosing TCEC. We are so happy to partner with you!

Sincerely,
Jessica Schlegel, TCEC Managing Member



Twin Cities
Education Consultants, LLC

**Twin Cities Education Consultants, LLC
(TCEC)
Contracted Services Agreement**

Early Childhood Special Education (ECSE) Support Services

This Agreement, is made and entered into by and between **Nova Classical Academy 1455 Victoria Way, St. Paul, MN 55102** (hereinafter referred to as the “DISTRICT”) and **TCEC Metro, LLC, (DBA: Twin Cities Education Consultants, LLC) 14027 Lynch Dr., Rogers, MN 55374** (hereinafter referred to as the “CONTRACTOR”) for services provided **July 1, 2022 through June 30, 2024**.

RECITALS

Whereas, the DISTRICT desires to enter into an agreement with a qualified CONTRACTOR with expertise in providing services for students who require general education or special education evaluation and/or consultation; **and**

Whereas, the CONTRACTOR is duly qualified and will provide the requested services;

Whereas, the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

Whereas, the CONTRACTOR understands and agrees:

1. To act as an independent contractor in the performance of all duties under this agreement;
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold himself out as such;
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR’s authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement;
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR’s activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall not accrue any continuing contract rights for the services performed to this Agreement;
6. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR’s provision of services under this Agreement.
7. The CONTRACTOR shall comply with the DISTRICTS policies and procedures and upon request, share the CONTRACTOR(s) background check completed upon employment with TCEC. If the DISTRICT requires a background check in addition to the one conducted upon employment with TCEC, it will be done at the expense of the DISTRICT.
8. Services provided are for students suspected of having a disability or for students with a disability and whose Individualized Education Plans (IEPs) contain documentation of the need for services. This service is unique to students identified as special education. It is specifically designed instruction and not available to non-disabled students. The decision

to provide this service was made by the IEP team. This service is provided at no cost to the parent. Facilities where this service is provided are of high quality.

9. The CONTRACTOR holds and will maintain the licensure required to perform services outlined in this contract.

Whereas, the DISTRICT understands and agrees:

1. To provide a suitable space (quiet, free from multiple distractions) to provide the designated Individualized Education Plan (IEP) services.
2. To provide a suitable space (quiet, free from multiple distractions) to provide assessments for special education.
3. To communicate and work with the CONTRACTOR to determine how and when to purchase necessary equipment for student success as listed in the student IEP.
4. No other contractor(s) or employee(s) can do any part of the specified services related to the services listed in this contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives other good and valuable consideration, it is agreed as follows:

ARTICLE I

SERVICES TO BE PROVIDED

Section 1. Provision of School Early Childhood Special Education “ECSE” Services.

Special Education Services: The CONTRACTOR agrees to provide **ECSE** services for students as identified by the school, child study team, and IEP team. These services include:

- Review of pertinent educational records of selected students
- Discussion and consultation with teaching staff, parents, school administration and related service providers
- Providing consultation, recommendations, and direct assessment on special education evaluations
- Development of special education reports and determination of special education eligibility
- Providing consultation and recommendations on appropriate goals and objectives
- Provide direct and indirect support for students on education related needs identified by the student’s IEP
- Participation in Student Study Teams
- Provide general education consultation when directed by the DISTRICT

Section 2. Agreement Term. This agreement is in effect for the school year 2022-2023 and 2023-2024, unless prematurely terminated as outlined in Article III below. This agreement may be renewed only in writing and signed by both parties. Services will be provided at **Nova Classical Academy** or any such other location the DISTRICT may designate or authorize.

Section 3. Monitoring/Review of Services. Services performed under this agreement are reviewed semi-annually. During this review period, a Twin Cities Education Consultants, LLC Business Manager will collect documentation of services provided, the dates thereof, costs of services and remaining balance on the contract. If Incongruences between the contract and work performed occur, the Twin Cities Education Consultants, LLC Business Manager will contact the DISTRICT administrator to review the incongruences.

Section 4. Warranties/Disclaimers. The CONTRACTOR has the required skill, experience, and qualifications to perform the Services, shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. The CONTRACTOR shall also perform the Services in accordance with applicable law and warrants that the CONTRACTOR has all rights and title to the work product delivered under the Agreement and it does not infringe on the intellectual property of other parties.

Section 5. Sick Time or Personal Leave. CONTRACTOR is not responsible for providing a substitute when the provider is sick, or has a personal emergency. CONTRACTOR will work with the DISTRICT in an attempt to find appropriate coverage if this should arise. The DISTRICT should use their current policy for covering absences.

Section 6. Contractor Assignment. A TCEC service provider will be assigned to service the DISTRICT. If a request to change a TCEC service provider is made, by either party, it will be made with pre-approval from both TCEC and the DISTRICT. TCEC may use one or more subcontractors to perform the services hereunder, but regardless of whether TCEC uses subcontractors, all communications regarding this Agreement and payments under this Agreement shall be by and between TCEC and School.

ARTICLE II **COMPENSATION**

Section 1. Compensation/Fees for Article 1, Section 1 Services. The CONTRACTOR shall provide the agreed to services (Article 1, section 1) of **125 hours for the 2022-2023 and 125 hours for the 2023-2024 school year at a rate of \$105.00 per hour**, billed in fifteen minute increments for school visits, phone calls, email, meetings, and any additional form of communications needed to fulfill the service required for the school and its students.

The total maximum threshold of expenditure is **\$13,125 (estimated 14 hours/month) for the 2022-2023 and \$13,125 (estimated 14 hours/month) for the 2023-2024 school year** for the identified education services defined in *Article 1, section 1* of this contract.

Any services beyond the total maximum threshold of expenditure would warrant a service contract amendment requiring prior signature by both parties. If the contract maximum is exceeded without prior approval from both parties, the contractor does so at its own risk and expense.

The CONTRACTOR services to be provided will be determined solely by the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services in which the DISTRICT specifically requests and are stated in *Article 1, section 1* of this contract. If further services are requested by the DISTRICT, that are not identified in *Article 1, section 1* of this contract, another agreement for specific services needed will be made. Furthermore, the CONTRACTOR agrees that during the term of this Agreement, (s)he will not accept monetary payment or other remuneration from any entity or individual other than the DISTRICT for providing consulting services to a student or child currently enrolled or receiving education services or funding from the DISTRICT, unless specifically permitted by the DISTRICT. It is the

responsibility of the CONTRACTOR to submit an invoice for payment within 30 days of services provided.

The CONTRACTOR will submit an itemized invoice for services provided, within 30 days of services provided. The itemized invoice will include a breakdown of all services and expenses and shall include the time, place, and method of acceptable payment. If the CONTRACTOR on-site services requested, total less than one and a half (1.5) hours for the day, travel time to the DISTRICT site will be billed from 14027 Lynch Dr. Rogers, MN 55374. Accounts not paid within the terms are subject to a 5% monthly finance charge.

Section 2. Invoice Submission Terms. The invoice will be submitted via email to the following email address(es):

nferguson@novaclassical.org

or

Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102
Attn: Natalie Ferguson

The DISTRICT will pay TCEC invoices within 30 days of receipt. Payment will be made to **TCEC METRO, LLC** (DBA: Twin Cities Education Consultants, LLC) via **Bill.com (Preferred method) or by check** sent to the following address: **TCEC Metro, LLC, 14027 Lynch Dr., Rogers, MN 55374.**

Section 3. Compensation/Fees for Rush Evaluation. The CONTRACTOR will charge a \$150 fee for evaluation services needed within 5 days or less; without prior notice given to the CONTRACTOR (i.e. when a DISTRICT contacts the CONTRACTOR with 5 days or less before an evaluation is due and needs evaluation observations or standardized assessments completed).

Section 4. Assessment Use/Protocols. TCEC has a wide range of assessments to use with our contracted DISTRICTS. The 1st protocol (per student) will be at no additional cost to the DISTRICT. If 2 or more protocols need to be distributed (per student) an additional \$10 fee will be charged per protocol.

ARTICLE III

TERMINATION OF SERVICES

Section 1. Services. **This agreement will remain in effect for the 2022-2023 and 2023-2024 school year(s), with the option to extend 2 times for 1 school year each.** Services may be terminated by either Party upon written notice to the other; however, any termination shall not be effective less than thirty (30) days following said notice. In the event of such termination, CONTRACTOR shall be entitled to payment, calculated on an equitable basis, determined by the DISTRICT in its sole discretion, for work or services satisfactorily performed prior to the termination date. In no event shall CONTRACTOR be paid for work performed or costs incurred after the termination date, or for unnecessary costs incurred by suppliers or subcontractors which reasonably could have been avoided.

ARTICLE IV

INSURANCE AND OTHER BENEFITS

Section 1. Insurance. During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability. CONTRACTOR

is solely responsible for obtaining or providing such insurance coverage to CONTRACTOR and CONTRACTOR's employees, as applicable.

Section 2. Other Benefits. It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other benefits, including, but not limited to, working compensation and unemployment benefits.

Section 3. Liability Insurance. CONTRACTOR must provide and maintain, during the life of this agreement, insurance coverage with minimum limits as follows:

- General Liability Insurance
 - a. Combined Single Limit \$1,000,000
 - b. Personal Injury Limit \$1,000,000
 - c. Products Completed Operations \$3,000,000
 - d. General Aggregate \$3,000,000
- Professional Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.
- CONTRACTOR must provide proof of insurance upon request by DISTRICT, CONTRACTOR must provide the DISTRICT with 30-day notice of cancellation, non-renewal, or material change to coverage.

ARTICLE V

INDEMNIFICATION

Section 1. (DISTRICT) Indemnification. The CONTRACTOR agrees to hold harmless the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the CONTRACTOR, or the CONTRACTOR's employees or agents, in regard to the CONTRACTOR's performance of duties under this Agreement, and for any action commenced against the DISTRICT or any of its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives arising out of the actions taken by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR shall assume full responsibility and shall indemnify the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

Section 2. (CONTRACTOR) Indemnification. In no event shall CONTRACTOR be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, or relating to, and/or in connection with any breach of this agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not school was advised of the possibility of such damages and (C) the legal or equitable theory (Contract, tort or otherwise) upon which the claim is based. If CONTRACTOR or any of its respective officers, managers, governors, directors, employees, agents, subcontractors or owners is ever liable to DISTRICT for one or more breaches, disputes, controversies or claims arising under or in connection with this agreement or the services provided hereunder (whether any such breach, dispute, controversy or claim is based upon contract, tort, statute, equity or any other legal theory), except for claims for gross negligence or intentional/willful misconduct, then (I) the cumulative amount of all damages and penalties, if any, recoverable for all such breaches, disputes, controversies and claims will not exceed, in the aggregate, an amount equal to the total amount of the fees paid by DISTRICT under this agreement, (II) recovery of such amount as limited hereby will be DISTRICTS

sole and exclusive remedy, and (III) DISTRICT releases CONTRACTOR and its respective officers, managers, governors, directors, employees, agents, subcontractors or owners from any liability in excess of such amount.

Section 3. Duty to Notify. The indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this Agreement. The indemnified party shall also notify the indemnifying party whenever the indemnified party has a reasonable basis for believing that the indemnified party and/or its employees, officers, agents or sub-school, and/or the indemnifying party might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement, except to the extent providing such notice would interfere with integrity of an ongoing investigation, criminal proceeding, or litigation. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

ARTICLE VI **GENERAL**

Section 1. Data. The CONTRACTOR agrees that any information and data received by the CONTRACTOR 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 governing same, including, but not limited to, the confidentiality and other provisions of the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The CONTRACTOR also agrees to comply with all of the provisions and requirements of DISTRICT's data privacy policies. Any and all data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement. The DISTRICT may not protect information that is public under the MGDPA and FERPA.

The CONTRACTOR agrees to maintain confidentiality of all information it obtains or is provided pursuant to this Agreement to the extent permitted by law. The requirements of this section survive termination of the Agreement.

A violation of the provisions of this section entitles the DISTRICT to any and all available remedies, including but not limited to injunctive relief and other equitable remedies.

Section 2. Entire Agreement. The agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 3. Special Education Provisions. The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

Section 4. Dispute Resolution. If a dispute arises as to either parties' performance of this Agreement, the parties will meet to resolve the dispute at the offices of the DISTRICT or a mutually agreed upon neutral location. If the Parties fail to reach a resolution within a period of Sixty (60) days, then, upon notice by either party to the other, the parties agree to privately mediate the dispute.

This Agreement and any rights, remedies or obligations arising from or provided for in this Agreement, shall be construed and enforced in accordance with the laws of the State of Minnesota. Disputes not subject to or resolved through mediation are to be brought in Minnesota state court and venued in the COUNTY WHERE THE SCHOOL IS LOCATED, unless the parties voluntarily agree to another method of dispute resolution.

Section 5. Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as the original instrument as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

Section 6. Non-discrimination. CONTRACTOR is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law, and is committed to transacting business only with firms who follow these practices. CONTRACTOR must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 7. Notices. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail to the authorized representative of the Party. Notices to CONTRACTOR shall be sent to: **TCEC METRO, LLC 14027 Lynch Dr., Rogers, MN 55374** . Notices to DISTRICT shall be sent to: **Nova Classical Academy 1455 Victoria Way, St. Paul, MN 55102**. Where a notice is for a specific action or event, the effective date of the event shall be included in the notice.

Section 8. Waiver. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed as a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the agreement.

Section 9. Severability. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

Section 10. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other part in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

Section 11. Representations. The parties represent that entering into this Agreement does not create a conflict of interest or breach any of the parties' existing agreements. The parties further understand and agree that, by entering into this Agreement, they are not entering into a partnership or joint venture with one another.

WHEREFORE, This Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Contract Agreement Authorization

Twin Cities Education Consultants, LLC

Jessica Schlegel
Jessica Schlegel, Managing Member

Apr 13, 2022
Date

Nova Classical Academy

Dr. Brett Wedlund, Executive Director

Date