CONTRACT TO PURCHASE EDUCATION SERVICES by
Bluffview Montessori School #4001

This Contract is entered into this 22nd day of June, 2022 by and between the Bluffview Montessori School #4001, Winona, Minnesota, a Charter School of the State of Minnesota, hereinafter known as "CS," and the Hiawatha Valley Education District, hereinafter known as "HVED."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the CS and HVED agree as follows:

Section 1. Purpose: The purpose of the Agreement is to enter into a contract for services between the CS and HVED.

Section 2. Purchase of Services:

Subsection 1. Services Available for Purchase: HVED provides direct mandated services or assists CS staff in providing mandated services to the CS's special education students. HVED provides the Total Special Education System Plan. To complement schools' teaching services, psychological services, occupational therapy, physical therapy, behavior services, other health impaired, special education coordinators, and technical assistance in these areas is available. These services are labeled "Basic Services." Schools may contract for additional student or administrative services individually.

Subsection 2. Employment of Qualified Staff: HVED will employ appropriately qualified and licensed staff to provide the services purchased under this Agreement. Employment credentials will be kept on file by HVED. HVED will be deemed to be the employer of the staff for all purposes, including, but not limited to hiring, evaluation, termination and placement on layoff or unrequested leave of absence. Staff will be compensated pursuant to applicable HVED collective bargaining agreements and policies. The employees will meet the job requirements and functions as agreed by a majority of member districts and described in job descriptions.

The CS will purchase the services of a Director of Special Education and School Improvement/Data Management Coach in a separate agreement.

Subsection 3. Program Location: HVED will cooperate with the CS to provide the space for the programs and positions and will receive reimbursement for all costs specified in the budget.

Subsection 4. Administrative Support: HVED will cooperate with the CS to provide supervision, office space, payroll, in-service, and other administrative support for these positions. HVED agrees to maintain appropriate records, statistical documentation, and employment records to meet employer obligations.

Subsection 5. Administrative Services: HVED will provide administrative services including state reports, conducting interagency meetings, and providing payment for services contracted from other entities.

Subsection 6. Services Purchased: The CS will purchase Basic Services from HVED. Service time provided to this CS will be approximately equivalent to the 2021-2022 CS Pupil Units (PUNs), as reported by the Minnesota Department of Education.

Section 3. Payment for Services: For the 2022-2023 school year, the CS will pay **$55,789.73**. This amount will provide payment for wages and benefits for employed special education personnel, for Third Party Billing, and overhead expenses not covered by indirect costs. HVED will bill the CS by PUNs and serves each CS based on need. Adjustments will be made at the end of the year to accommodate changes in salary or personnel, as well as fees to cover extended school year costs.

Services will be purchased as a total package. Payment for the services will be in monthly installments.

Besides the basic service amount contracted above, HVED will bill separately for the *additional services* of:

- Special Education Director for $380.00 for each student with IEPs and based on the previous year's December 1 MARSS #33 Child Count. [21 x $380] = **$7,980.00**
- Data Management Program Coordination, a general education activity **$2,760.38**
  - EduCLIMBER based on 2021-2022 ADMs (219.95) x $5.30 per license = **$1,165.74**
  - FastBridge based on 2021-2022 ADMs (219.95) x $7.25 per license = **$1,594.64**
- SpEd Forms ($6.56) and MA Forms ($4.15) based on the previous year's December 1 MARSS #33 Child Count and 504 Forms ($.415) based on 2021-2022 ADMs (219.95). (6.56 x 21) + (4.15 x 21) + (.415 x 219.95) = **$316.19**

  Total $11,056.57

HVED reserves the right to use staff for basic services to member Districts before selling extra services to any member District or CS.

Section 4. Duty to Cooperate: HVED and the CS agree to cooperate to maximize the effectiveness and ensure that satisfactory services are provided to students. Advisory Councils, including principals and superintendents from each of the districts, will meet regularly to review the services and suggest changes and improvement to the HVED Board.

Section 5. Dispute Resolution: In the event the CS does not agree with the cost of services submitted by HVED for 2022-2023, the matter shall be reviewed at a joint meeting of the HVED and CS Administrators appointed by each CS Board. If the matter is not resolved at such a joint meeting, the matter shall then be submitted to a neutral arbitrator selected by mutual consent of the District Boards. In the event the Boards are unable to agree within 15 days after the request of one of the districts for an arbitrator, an arbitrator will be selected by alternately striking names from a list of seven names to be requested from the Public Employment Relations Board's arbitration list. A toss of the coin shall determine the order in which the Boards exercise their right to strike names from said list. Such arbitrator, unless agreed to by the Boards, shall not be a resident or voter of either district. The decision of the arbitrator shall be final.

Section 6. Duration and Termination of Contract:

Subsection 1. Duration: This Contract will be effective for an initial period from July 1, 2022 through June 30, 2023. This Contract may not be terminated for any reason prior to the

expiration of the initial term without the approval of the HVED Board and the CS Board, as evidenced by the passage of an appropriate resolution.

Subsection 2: If any district or agency contracting or subcontracting for services other than those defined as basic services wishes to discontinue such contract or subcontract, it may do so if written notice is received at HVED by March 1 of the current fiscal year. Such contract or subcontract termination shall become effective on June 30 of that fiscal year in which written notice is received.

Section 7. Amendments: No amendments shall be made to this Contract except in writing signed by the Chair, Executive Director of HVED, and the CS's Chair and Director, and approved by the respective Boards.

THEREFORE, this Agreement was entered into on the date indicated above.

HIAWATHA VALLEY EDUCATION DISTRICT

Ro[illegible]n 26, 2022 10:07 CDT)

Chairperson

Debbra C. Marcotte

Debbra C. Marcotte (Jun 23, 2022 12:17 CDT)

Executive Director

BLUFFVIEW MONTESSORI SCHOOL #4001

Ann-Marie Dunbar

Ann-Marie Dunbar (Aug 30, 2022 14:53 CDT)

Chairperson

Henry Schantzen

Henry Schantzen (Jun 27, 2022 08:26 CDT)

Director

CHARTER SCHOOLS

By contracting for services from HVED, Charter Schools agree that:

A. Charter School will receive all federal funds.

B. Charter Schools will purchase all services from HVED on the same basis as other school districts. Individual services, such as occupational therapy, are not offered for contract. The Charter School must purchase the entire package – not individual services – with the exception of a Director of Special Education and School Improvement/Data Management Coach.

C. Administrative services shall include:

- Assistance with providing a Total Special Education Service and Child Study System (EduCLIMBER)
- Full participation in teacher, parent, paraprofessional and administrator in-services (CSPD)
- Assistance with special education monitoring
- Oversight and supervision of all HVED services provided

D. If a Charter School ends up in a dispute over a student's program that may lead to a due process hearing, the Charter School agrees to pay all legal fees, as any other member.

E. Case management shall be the Charter School's special education staff responsibility, as it is with all member districts. The Charter School will employ a licensed special education teacher part-time or full-time.

F. Services purchased through HVED will be assigned by HVED administration based on student need.

G. The 2021-2022 school year pupil units (PUNs) will be used for billing purposes.

H. Charter Schools, as a group, will select a representative. That representative attends HVED Board meetings in a non-voting advisory position to share information between the charter schools and HVED. (This item remains in our HVED Bylaws. Possible discontinuation of this item will be determined only by HVED Board action.)