

**Contract for Special Education Services between the Paul Bunyan Education
Cooperative and the Discovery Woods Charter School
District #4198
2022-23**

This agreement, entered into, by the Paul Bunyan Education Cooperative (the PBEC) and Discovery Woods Charter School (the District) witnesses that:

WHEREAS, the District has determined that it is necessary to retain the services of the PBEC to obtain the following objectives:

1. To meet the needs of students with disabilities that require staff/services for assessment planning and the provision of direct or consultation services as deemed necessary by the child study process and documented in the student's individual education plan (IEP/IFSP/IIP). The services provided are necessary for the students to make progress on IEP goals and/or access the general education curriculum.
2. To provide consultation and/or in-service to school personnel.
3. To provide consultation for parents of students receiving service(s) as needed.

WHEREAS, the PBEC is duly qualified to perform these services.

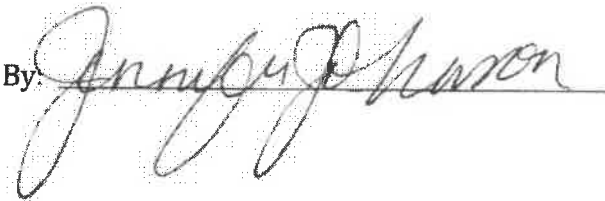
NOW, THEREFORE, the parties agree as follows:

1. The Special Education Director, along with the administrator of the District, will be responsible for the administration of special education programs.
2. The District will be responsible for all hiring and personnel reviews of District staff, providing appropriate space for instruction, and maintaining due process standards. The PBEC will be of assistance when it is requested.
3. All employees of the PBEC will be supervised by the Director of Special Education.
4. All employees employed by the District will be evaluated by the District.
5. This agreement can be terminated by either party. The request to terminate must be in writing. Notice made by March 1st will take effect at the end of the current fiscal year.
6. The District will be responsible for the Federal requirements for Maintenance of Effort (MOE) for Special Education Services.
7. The District will be responsible for SEDRA and SERVS data reporting.
8. Additional provisions of this contract will be added as needed.

9. The Cooperative will bill the District for the services listed in Addendum A as follows:
- A. Charges for direct student services staff will be charged based on actual costs of services provided to the District by PBEC staff (salary and benefits).
 - B. Charges for administrative and clerical staff of the PBEC will be allocated to the District based on the December 1 Child Count for the current year.
 - C. Charges for Other (non-staff) items will be based on actual costs.
 - D. An estimated billing will be sent mid-year, with a final billing after the close of the fiscal year.

Signed:

Paul Bunyan Education Cooperative #6050
Brainerd, MN 56401

By: 

Date: 5/10/22

Discovery Woods Charter School #4198
Brainerd, MN 56401

By: 

Date: 5/16/22

Addendum A
Purchase of Service – Special Education – Discovery Woods Charter School
2022-23

Staff:

Special Education Director
Assistant Special Education Director
Clerical Staff (including Student Records)
School Psychologist
Physical Therapist
Occupational Therapist
Autism Consultant
Behavior Intervention Specialist
Assistive Technology Coordinator
Audiologist
Third Party Billing Services (invoiced separately and to be paid from billing proceeds)
Other staff as needed to meet the objectives of this agreement

Other:

Sped Forms software license
Mileage-PBEC to Discovery Woods School for PBEC staff (IRS standard business mileage rate)
Supplies
Staff Development expenditures
Other expenditures as agreed upon by the District and PBEC