

Attachment 5 Service Agreement for Exceptional Student Services

Chavez/Huerta K-12 Preparatory Academy (“School”) shall provide federally required special education and related services at the Chavez/Huerta K-12 Preparatory Academy (“School”) as set forth in the Charter School Contract (“Contract”).

The School shall receive its applicable share of all federal and state per student special education funding for students enrolled at the School on the applicable official count date, which is typically December 1 of the prior school year. The District will disburse these special education funds within thirty (30) days of receipt. The District may retain on a monthly basis amounts for the pro-rata per student costs associated with the office of the District’s Director of Exceptional Student Services and other allocated administrative costs of providing special education services, the calculation of which is depicted on Exhibit A to this attachment. The School will pay the District or the District may retain the costs of support services and defense of claims, as provided in the Contract and Attachment 8, within thirty (30) days after the date the services are performed or the costs are incurred.

The District will request IDEA reimbursement funds from the Colorado Department of Education in a timely manner following receipt from the School of all supporting documents necessary to process the request and in no event later than the next request for funds filed with the Department by the District. The District will distribute all of the School’s IDEA funds received from the Department to the School within thirty (30) days of receiving the funds. In the case of all other funds to which the School is entitled, the District shall disburse to the School the funds within thirty (30) days of their receipt unless otherwise provided in the Contract and in all cases subject to the end-of-year reconciliation required by the Charter Schools Act. Neither party shall be deemed to have waived its right to reimbursement of costs or to the distribution of payments under this Contract by its failure to meet these timelines.

Special Education staff hired by the School shall be notified of District ESS Department meetings and professional development in a timely fashion and shall be encouraged and allowed to participate in such meetings and professional development offered by the District, as provided in the Contract. If the School’s Director of ESS believes a District-required training is not appropriate or of reasonable value to the School, the Director of Exceptional Student Services will consult in good faith on this issue; provided, however, the Director’s decision will be final and not subject to dispute resolution under the Contract.

EXHIBIT A

PUEBLO SCHOOL DISTRICT #60
CHARTER SCHOOL COST RECONCILIATION - CHPA
FY 2020-2021

C.R.S. § 22-30.5-112 (2) (a.5)

| | PROGRAM CODE | FY 21 | FY 20 |
|---|---------------------------------|---------------------|---------------------|
| District Funded Pupil Count | | 15,736.38 | 16,631.30 |
| CHPA Funded Pupil Count (FY 20-21) | | 1,011.00 | 1,023.00 |
| Central Administrative Costs | | | |
| General Administration | 2310-2390 | 948,841.20 | 1,061,483.66 |
| Support Services - Business | 2501 | 160,987.60 | 157,700.06 |
| Budgeting Service | 2513 | 126,416.77 | 41,147.99 |
| Financial Accounting Services | 2516 | 91,930.48 | 172,779.04 |
| Acct Supv. Salary | | 75,002.02 | 75,135.00 |
| Acct Supv. Benefits | | 16,928.46 | 17,961.95 |
| Accountant Salary | | 66,846.00 | 66,846.00 |
| Accountant Benefits | | 12,836.09 | 12,836.09 |
| Warehouse Services | 2530 | - | - |
| Human Resources | 2832 | 91,470.52 | 89,183.14 |
| HR Supv. Salary | | 70,724.28 | 69,450.96 |
| HR Supv. Benefits | | 20,746.24 | 19,732.18 |
| Total Central Administrative Costs | | 1,419,646.57 | 1,522,293.89 |
| Per Pupil Cost | | 90.21 | 91.53 |
| CHPA Cost - Central Admin Costs | | 91,202.31 | 93,635.19 |
| Central Services | | | |
| Pupil Personnel | 2111 | 334,489.35 | 321,629.15 |
| Health Services | 2130 | 724,983.07 | 682,875.16 |
| Supervision of Instruction | 2211 | 141,324.75 | 140,547.43 |
| Assessment | 2214 | 165,138.45 | 178,039.05 |
| | | 1,365,935.62 | 1,323,090.79 |
| Per Pupil Cost | | 86.80 | 79.55 |
| CHPA Cost - Central Services | | 87,754.80 | 81,379.65 |
| Total Cost | | 178,957.11 | 175,014.84 |
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| Amount Paid FY 21 | | 175,014.84 | 160,332.57 |
| Amount Due | Additional Amount Due from CHPA | 3,942.27 | 14,682.27 |
| TOTAL PPR PER STUDENT (FY 20-21) | | 8,281.85 | 8,591.12 |
| Per Pupil Cost CHPA | | 177.01 | 171.08 |
| Percent Cost/PPR | | 2.1373% | 1.9914% |

8/31/2021

O:\CHARTER SCHOOLS\2020-2021\FY 21 True Up\FY 21 Charter School Admin Fees

CHPA