# THE EAST LYME AND SALEM HIGH SCHOOL COOPERATIVE AGREEMENT

## By and Between

# THE BOARD OF EDUCATION OF EAST LYME AND THE BOARD OF EDUCATION OF SALEM

Adopted 5/16/16, East Lyme and Salem Cooperative BOE Meeting

Effective date: July 1, 2019 – June 30, 2039

#### **PREAMBLE**

A cooperative agreement was originally signed on March 17, 1997 between the boards of education of the towns of Salem and East Lyme. The agreement established East Lyme High School as the official high school of Salem Public Schools. The towns entered into a bonding process increasing the capacity of the East Lyme High School to accommodate the increase in enrollment. The term of the agreement was set at twenty years consistent with the bonding timeline. The agreement was amended throughout the years to respond to the changes in the educational landscape. The most recent change included the billing structure for the students with special education needs. The revised structure is congruent with the contemporary practices of inclusion and differentiation. The premise for this revision is a mutual belief that both Salem and East Lyme High students should have the same access to services and opportunities provided by East Lyme High School regardless of their place of residence. Salem and East Lyme have enjoyed a collaborative and productive working relationship between the leaders of the district for many years.

#### INTRODUCTION

This Cooperative Agreement (hereinafter "Agreement") is the result of a joint effort by teams from the East Lyme Board of Education (hereinafter "ELBOE") and Salem Board of Education (hereinafter "SBOE") who made up the "Cooperative Agreement Committee" hereby known as the Committee. The list of members below reflects broad representation from each community. The boards of education of each town established the joint committee and charged it with the following mission:

To renew a cooperative Agreement between the ELBOE and the SBOE that is:

- a) educationally appropriate; and
- b) beneficial to both communities
- c) in compliance with State statutes (Section 10-158a);

The Committee met throughout the 2013 and 2014 school years. In order to assure equity, each town had one vote on any given issue. Therefore, each item in this Agreement was approved by representatives from both Salem and East Lyme.

The Committee is dissolved with the final approval of this Agreement by both towns' boards of education.

Members (and representation) of the Committee:

East Lyme	<u>Salem</u>
Tim Hagen	Steve Buck
	Mary Ann Pudimat
	Phil Texeira
	George Jackson
Fred Dorsey	Mark Sommaruga
Jeffrey R. Newton	Joseph Onofrio II
Donna Gittleman	
	Elizabeth Catarius
Maria Z. Whalen	Kim Gadaree
Michael Susi	
	Tim Hagen  Fred Dorsey Jeffrey R. Newton Donna Gittleman  Maria Z. Whalen

# AGREEMENT ESTABLISHING THE EAST LYME AND SALEM HIGH SCHOOL COOPERATIVE

THIS AGREEMENT is entered into on May 16, 2016 by and between the undersigned ELBOE and SBOE, each acting by its respective Chairperson.

WHEREAS, the Town of East Lyme maintains a high school approved by the State Board of Education; and

WHEREAS, the Town of Salem does not maintain a high school and the SBOE is required by law to designate a high school where any resident child of Salem who is eligible for high school may attend; and

WHEREAS, Salem high school students have been attending East Lyme High School almost continuously since East Lyme High School was built in 1967, and the SBOE designated East Lyme High School its high school of record in 1979; and

WHEREAS, it is in the best interest of East Lyme and Salem to continue the long-standing arrangement whereby Salem students attend East Lyme High School for grades 9 through 12; and

WHEREAS, the ELBOE and SBOE agree that a cooperative agreement is a mutually beneficial method to ensure continued availability of a high quality, cost effective, secondary education for the students of both towns, and desire to be in compliance with Connecticut General Statutes Sections:

- 10-33 which requires a board of education without a high school to designate a State Board of Education approved high school for any child to attend that has completed elementary education; and
- 10-158a, which authorizes any two or more boards of education to agree, in writing, to establish cooperative arrangements to provide special services, programs, or activities to enable such boards to carry out the duties specified therein, and further authorizes such boards to establish a committee to supervise such services, programs, or activities; and

WHEREAS, the cooperative agreement signed on March 27, 1997 remains in effect until June, 30, 2019; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the SBOE and ELBOE do hereby enter the Agreement and hereby agree as follows:

#### 1. COOPERATIVE COMMITTEE

1.1 Establishment

As established under Connecticut General Statutes Section 10-158a, a Cooperative Committee (hereinafter "Committee") is hereby appointed and empowered by both boards of education.

1.2 Membership

Membership shall consist of the full membership of each town's board of education.

1.3 Responsibilities

- 1. to oversee the administration of this Agreement;
- 2. to develop amendments to this Agreement if needed; and
- 3. if the number of external students (non-Salem/non-East Lyme) exceeds 75, the Committee shall be responsible for establishing enrollment parameters beyond seventy-five (75), unless more are required by law. If Salem is at its maximum enrollment, or if total enrollment at East Lyme High School, including Salem, and external students exceeds 1,500, then the Committee shall be fully responsible for setting the number of external students permitted to enroll.

1.4 Meetings

The Committee shall meet at least twice each year, once in January, and once on a date to be agreed upon at the January meeting. Additional meetings may be called by the co-chairs. The Committee shall also convene within two weeks of delivery of a written request to meet, by either board, to the Chair of the other board. The Committee may hold its meetings, regular or special, at such place and time as the officers of the Committee may determine. All such meetings shall be conducted in accordance with the Freedom of Information Act. In the conduct of its meetings, the Committee shall be guided by Robert's Rules of Order unless such provisions are inconsistent with this Agreement or are modified through bylaws adopted by the Committee. A quorum of the membership of each board must be present to constitute a quorum for a Committee meeting.

#### 1.5 Officers

Chairs of each board of education shall serve as co-chairs of Committee meetings.

1.6 Voting

Each board of education shall have one vote which shall be cast by the Chair of each Board, or his or her designee. Therefore, it will take two affirmative votes to pass a motion.

1.7 Special Education and Curriculum Alignment

The East Lyme High School administration will provide information to the SBOE in the form of presentations, newsletters and electronic communication about the progress of East Lyme High School students on standardized test results, initiatives, and other indicators of student progress.

Salem students are encouraged to participate in transition activities (similar to those at East Lyme Middle School) prior to entering East Lyme High School. These activities will include but are not limited to visits to the high school in the eighth grade and open house activities.

The special education leadership of both towns will collaboratively develop a plan to administer the special education programs for students from Salem (See Appendix A). The special education leaders will meet to discuss at least the following on a quarterly basis: student special education programs, progress and transition (i.e., Salem to East Lyme High School, East Lyme High School to 18-21 year old transition programs, post-secondary education).

Parents, teachers and administrators of Salem are invited to participate as members of the East Lyme Curriculum Council and subsequent standing committees. Salem and East Lyme Public Schools staffs collaboratively develop and monitor the vertically articulated curriculum with the collaboration of middle school teams from both districts. Teams from both districts will meet regularly to review and revise the middle school curriculums. The purpose of these meetings is to support students from both districts to enter the high school with similar curriculum experiences.

#### 2. RETAINED AUTHORITY

Overall governance of the School is maintained, as established by statute, under the authority of the ELBOE. A member of the SBOE is a welcome participant in all public deliberations of the ELBOE which involve East Lyme High School.

#### 3. FINANCIAL PROVISIONS

The premise for the financial provisions is that Salem and East Lyme communities should experience equivalent operating budget costs for students attending East Lyme High School. The financial provisions establish two tuition rates: one for students receiving special education services and one for students not receiving special education service. The premise for both tuition rates is simply the appropriate average separate rate for operating budget expenditure for an East Lyme student at East Lyme High School receiving education with or without special education. District-wide costs are prorated per the enrollment of the high school compared to the enrollment in the middle and elementary schools.

#### 3.1 Tuition Calculation

The Cost Per Pupil - Base Tuition Rate (hereinafter "Base Rate") for the term of this agreement shall be based on East Lyme's submission to the State of Connecticut, on form ED001 or equivalent, of expenses per student related to East Lyme High School, for the school year occurring two years prior, excluding transportation, debt service, special education, land and building costs, and including an inflation adjustment factor equal to inflation rates for the most recent two-year period (current two-year total equal to positive 5% and subject to projected budget increases continuing throughout the term of this Agreement), to bring the audited ED001 expenses per student up to date for the coming school year by January 15<sup>th</sup> of the current school year. This Base Rate will be calculated by East Lyme's Superintendent, or designee, in December of each school year for the following school year, using the following methodology. (See Appendix B.)

Divide all regular education high school related expenses (except transportation to and from home) by all students enrolled in East Lyme High School. This enrollment is calculated using the October 1<sup>st</sup> PSIS enrollment or equivalent occurring two years prior. This shall be the Base Rate included in each school district's budgeting process for the following year's budget. The Base Rate is a projection. Any overcharge or undercharge in the actual per student expenses, using this same methodology, will be reconciled as described in Section 3.7.

Any amount in excess of this calculation, if agreed to by both Superintendents, may be substituted for the Base Rate. The purpose of such increase would be to stabilize reconciliation calculations, and therefore minimize required adjustments.

If East Lyme proposes to change the allocation methodology for reporting expenditures to the State, and if such change adversely impacts Salem, Salem shall have the right to prior approval or to pay tuition on the basis of the old methodology.

#### 3.2 Special Education

The special education financial provisions are founded on the premise that East Lyme High School students with special needs receive an appropriate program regardless of their zip code. The delivery of special education services at East Lyme High School are designed to support students in the least restrictive environment as defined by applicable state and federal law. Special education students receive instruction through, among other things, cotaught classrooms, resource rooms, individual counseling, and specialized classrooms such as therapeutic and special needs. To this end, East Lyme High School PPT teams will request additional support from the East Lyme and Salem central office administration for the following similar scenarios or situations:

- Special education services within the scope of practice of special education and related services staff located at East Lyme High School are included in the Cost Per Pupil Special Education Tuition Rate (hereinafter "Special Education Rate") paid by Salem. On an annual basis the Superintendents of Salem and East Lyme shall meet to review and make appropriate changes to the scope of services included in the special education tuition rate. (See Appendix C)
- 2. Additional costs for special education students who reside in Salem will include, but not be limited to, the following: payment for contracted services for medical personnel needed to accompany a child during the school day, e.g., a registered nurse needed to monitor a tracheotomy or feeding tube; payment for services provided by private and other public agencies, when such services are provided outside East Lyme High School setting; payment for services provided by private and other public agencies, when such services are provided outside of the school day; payment for services provided by private and other public agencies when such services are provided outside of the school year. Examples of such services would be employment placement and job coaching services provided by an organization such as LEARN or a private agency. The Special Education Rate shall not include these special education contracted service expenditures.

- 3. Students placed in programs where student-specific expenditures exceed the East Lyme special education tuition rate will require individual contracts between the two school districts. For example, if Salem desires to place a student in the East Lyme Medically Fragile program, Salem shall pay its proportional share of the full cost of said program as determined by the Superintendent of Schools of the East Lyme Public Schools. The cost of such programs will not be included in the calculation of the Special Education Rate. In the event that a student from Salem is determined to require specialized services not covered in this Agreement, the Salem and East Lyme Superintendents shall together determine the "fair cost" of those services to Salem. Salem's share of those services shall not exceed the proportional share of those services that the Salem student is receiving. The Superintendents shall inform their respective Boards of Education when such a financial agreement is required.
- 4. The Special Education Rate shall include the proportional share of any extended school year services required for Salem students.
- 5. In all cases, if a student attends East Lyme High School for a portion of the school day and then leaves to receive separate services from a private or outside public agency, the Special Education Rate shall be prorated for a portion of the school day that the student attends East Lyme High School. The portion shall be determined in 25% increments (quarters) of the full Special Education Rate.
- 6. All paraprofessionals serving East Lyme High School students will be hired by the ELBOE.
- 3.3 Projected enrollment levels of regular students and students receiving special education attending East Lyme High School in the following school year shall be made by and exchanged between the respective Superintendents, or their designees, for Salem and East Lyme students, on or about December 15 of each school year, and shall be used in each school district's budgeting process for the following year's budget.
- 3.4 Minimum Enrollment: Regardless of the number of students attending East Lyme High School, Salem shall pay a Base Tuition to East Lyme for a minimum enrollment equal to 80% of the total Salem high school students enrolled in grades nine through twelve (9-12) at any high school, with the exception of legally mandated schools of choice (e.g., Magnet, Charter, vocational schools). Should Salem reach or exceed the Maximum Enrollment described in Section 3.10, this provision shall not apply.
- 3.5 The Special Education Rate for Salem students receiving special education shall be based on actual special education expenses incurred for all students receiving special education at East Lyme High School and district-wide expenses fairly allocated to East Lyme High School's special education programs, divided by the total number of students actually enrolled in special education programs at East Lyme High School. Adding to that result is the reconciled Base Rate. The calculation of the actual per student costs of special education at East Lyme High School shall include no expense included in Base Rate, nor any expenses for externally purchased services or tuition, but shall include expenses at the district level fairly allocated to the East Lyme High School special education program. This

calculation is based upon the October 1st PSIS enrollment or equivalent occurring two years prior.

The Special Education Rate is equal to the combined following per pupil rates: The Base Rate plus the High School Special Education Costs plus the Districtwide Special Education Costs (prorated to the East Lyme High School enrollment) equals the Special Education Rate.

- 3.6 Services Surcharge: To compensate East Lyme for services provided by East Lyme and not included in the ED001, such as police, fire safety, water and sewer, a Services Surcharge will be added to tuition rates, equal to \$74.50 per student in the first year of this Agreement, plus an increase in the per student charge of \$1 per year for each subsequent year of this Agreement. If these expenses are included in future ED001 submissions during the term of this Agreement, this Services Surcharge shall then be subject to review and mutually agreed adjustment as necessary.
- 3.7 Reconciliation Amount: Beginning in November of 2019, and each year thereafter, East Lyme's Superintendent of Schools, or his designee, shall compare the expenses reported on the ED001 submission, using the same methodology as described in section 3.3, to determine East Lyme High School's actual per student expenses for the prior year, plus the applicable Services Surcharge for that year, as described in Section 3.6, with the Base Rate charged Salem for that year. At the same time, a reconciliation of the Special Education Rate will be based on actual expenses of providing special education at East Lyme High School, consistent with the methodology described in section 3.5, plus the applicable Services Surcharge for that year, as described in Section 3.6. The difference between total payments actually made by Salem for Base Rate and Special Education Rate with the applicable Services Surcharge for that year, and the total actual costs for all Salem students attending East Lyme, based on calculated costs per student for all regular and special education students with the applicable Services Surcharge for that year, shall be divided by 10, and shall be the monthly Reconciliation Amount to adjust the payments in the following school year.
- 3.8 Actual Monthly Payment Amounts: Salem shall pay to East Lyme in 10 monthly payments, beginning in September, due on the last business day of the month, and for each of the following 9 months ending in June, an amount equal to:
  - the sum of the Base Rate and the Services Surcharge, divided by ten and multiplied by the actual number of regular education students attending East Lyme High School on the first school day of each month in which a payment is being made, adjusting the regular education enrollment upwards if necessary to assure that the total of regular education students plus special education student enrollment in any month shall in no event be less than the Minimum Enrollment, plus
  - 2. the sum of the Special Education Rate and the Services Surcharge, divided by ten and multiplied by the actual number of special education students attending East Lyme High School on the first school day of each month in which a payment is being made, plus or minus, as the case may be.
  - 3. the Monthly Reconciliation Amount, if any.

East Lyme shall submit the billing to Salem by the 10<sup>th</sup> of each month, which will include the enrollment for the month (as of the first school day of that month), and the names and addresses of all Salem students counted in the enrollment for that month.

- 3.9 Late Fees: Any amounts unpaid as of the end of the month shall be overdue and shall be assessed a late charge, equal to the greater of 1% per month or a percentage per month equal to one-tenth of the prime rate then in effect at the billing date as published by Chase Manhattan Bank in New York, or if unavailable, by such other bank as agreed to by the Committee.
- 3.10 Maximum Enrollment: Salem's Maximum Enrollment under the above financial terms shall be a total of 300 students in any given month. In the event that East Lyme elects to accept students from Salem beyond Salem's Maximum Enrollment, the tuition rate for the number in excess of 300 shall be established by the terms of this Agreement. In the event East Lyme High School total enrollment, including Salem and external students, exceeds 1,500, without any new capacity created by expansion or renovation projects beyond the construction project that was the subject of the 1999-2019 cooperative agreement, then Salem's Maximum Enrollment shall equal 20% of the total enrollment.
- 3.11 In-Year Transfers: In the event a Salem student ceases to reside in Salem while attending East Lyme High School, Salem may elect to pay for that student to complete the current semester. Such authorization shall be in writing and shall be submitted to the ELBOE by the SBOE within 15 days after Salem's Superintendent learns of the student's change of residence. If the SBOE elects not to be responsible for further payment, the SBOE consents to allow the ELBOE to take any actions with respect to such students the ELBOE deems necessary.

#### 4.0 AMENDMENT AND TERMINATION OF THIS AGREEMENT

- 4.1 This Agreement shall become effective when executed by both parties and shall continue in effect for a period of twenty (20) years. This Agreement is effective from July 1, 2019 and shall continue through June 30, 2039.
- 4.2 On or before June 30, 2029, the parties will consider the extension of this Agreement beyond June 30, 2039.
- 4.3 Either party may terminate this Agreement on June 30th of any year, by said party giving written notice of termination to the other party at least one year prior to the effective date of termination, as per Connecticut General Statues 10-158a.
- 4.4 Any penalty which may be imposed upon the parties by the State of Connecticut, the State Board of Education, or other lawful authority for early termination of this Agreement shall be paid by the party which terminated the Agreement.
- 4.5 If State-mandated enrollment of students from outside the Towns of Salem and East Lyme prevents the attendance of all eligible Salem and East Lyme students, or if State-mandated programs prevent Salem from fulfilling its minimum enrollment obligations, this

Agreement, including the payment schedules, will be reviewed and adjusted equitably so as to maintain the integrity of as much of this Agreement as is possible.

- 4.6 After the termination of this Agreement, whether by action of a party or by lapse of time, the Reconciliation Amount determined under section 3.7 shall be paid in monthly installments beginning in September of the school year in which the payment is due.
- 4.7 The Agreement may need to be modified according to changes in state and federal laws.
- 4.8 The Agreement may be amended and/or extended only by written agreement between the ELBOE and the SBOE.
- 4.9 During, or in preparation for the commencement of the Agreement, should any capital projects, such as building renovations, additions, or construction, be necessary for the execution of the terms of this Agreement, The ELBOE shall notify the SBOE of the need for such project to execute the Agreement and shall initiate a request to call the Committee together to discuss the need. Following the Committee's review of the project, The SBOE shall discuss the request for said project and respond in a timely fashion to the ELBOE notification with one of the following:
- a. A statement that the project is necessary to fulfill the Agreement and a willingness to pay for a proportional share of the cost of said project, which shall be in addition to its other financial commitments, as specified in section 3, Financial Provisions. Such capital cost shall be added to the monthly payments otherwise due from the SBOE as a part of this Agreement and shall be paid on the same terms and schedule as all other payments provided for herein.
- b. A request for negotiations on the matter of the shared cost. Should the ELBOE and the SBOE fail to reach Agreement on the shared cost, the ELBOE shall cover the full cost of the project and may give the Salem BOE notice that the ELBOE wishes to terminate the Agreement not less than one full school year from the date of such notice.

#### 5. MISCELLANEOUS

- 5.1 The high school building usage by either party shall be treated equally. It is understood that Salem's usage is limited to the high school facilities only and not the middle or elementary school facilities.
- 5.2 Any and all disagreements arising under the terms and conditions of this Agreement which cannot be resolved by the Cooperative Committee will be submitted for resolution to the American Arbitration Association for binding arbitration, under the rules of the Association.

EAST LYME BOARD OF EDUCATION

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SALEM BOARD OF EDUCATION

By Stephen Duch

Date 5/16/2016

Date 5/16/16

#### Appendix A.

East Lyme will provide all necessary special education services for Salem students eligible under this Cooperative Agreement who attend East Lyme High School. East Lyme will provide reasonable accommodations and appropriate special education and related services in the least restrictive environment for students who are identified consistent with state and federal law as requiring such accommodations and services. It is understood, however, that East Lyme shall not be required to implement new programs to provide for Salem exceptional students within its school program. "Exceptional student" shall be defined as any Salem student who is in a program at East Lyme High School and requires special programming or accommodations as a special education student or a student accommodated under §504 or other state and federal statutes. All initial placement, development of individual education programs (hereinafter "IEP"s), subsequent IEP changes and manifestation determinations for exceptional students shall be made by a duly designated planning and placement team (hereinafter "PPT"), or such other teams, if any, authorized by applicable state and/or federal statue, chaired by East Lyme. Salem's Director of Special Programs shall be invited to attend all such team meetings for exceptional students. All PPT/IEP procedures applicable to East Lyme students shall apply to exceptional students, including scheduling, chairing and otherwise providing for PPT meetings.

- 1. East Lyme staff will serve as case managers for exceptional students and will prepare draft IEP documents, including proposed goals and objectives, for all PPT meetings for exceptional students. East Lyme staff will also be responsible for the preparation and dissemination of all final PPT/IEP documents following PPT meetings. The Salem Superintendent of Schools, or his/her designee, will be sent a copy of all such documents. Before the start of any PPT meetings for exceptional students, Salem's Director of Special Programs will receive a copy of any draft IEP documents.
- East Lyme agrees to accept exceptional students and to prepare IEPs for them, if 2. the PPT, as referenced in Paragraph 1, above, determines that such exceptional students may be appropriately educated in the least restrictive environment at East Lyme High School, and to provide reasonable accommodations to exceptional students in accordance with state and federal law. The parties acknowledge, however, that the PPT may determine, consistent with state and federal law, that certain exceptional students may not be able to be appropriately educated in the least restrictive environment at the High School. In accordance with the Agreement, Salem will be responsible for providing an education for these students at Salem's sole cost. Legally constituted Planning and Placement Teams, convened and chaired by East Lyme, with the opportunity for input from those staff required by law from Salem and East Lyme, will make the decisions for placement of exceptional students outside East Lyme High School, or the return of previously outplaced exceptional students to East Lyme High School. Programming for exceptional students who are placed outside East Lyme shall be the responsibility of Salem.

- 3. Exceptional students shall be subject to all the same rules, regulations and restrictions as East Lyme students attending the High School. It is specifically understood that East Lyme shall have primary responsibility for the discipline of all exceptional students pursuant to Section 10-233a et seq., as amended, of the Connecticut General Statutes and consistent with state and federal laws governing the discipline of disabled students.
- 4. In any disciplinary matter that may result in the expulsion of an exceptional student, East Lyme will provide Salem adequate written notice of the intent to take such action or hold such meeting. Salem may designate a Board of Education member and/or the Salem Superintendent to attend any meeting relating to such disciplinary action. To the maximum extent allowed by law, this right to attendance may extend to executive sessions or other meetings generally not open to the public.

# Appendix B.

## East Lyme Public Schools

# **Summary of Salem Tuition Rate Calculation**

	Base Tuition Rate Calculation
	Total Education Cost - Per ED001
	Less: Total SPED cost
Step 1	Total Base Enrollment Cost
	X % of HS Students in district
Step 2	Total Cost to run HS
	Less: Transportation Cost
Step 3	Total Cost to run HS, less Transportation  Number of HS Students
Step 4	Total Cost per Pupil, less transportation + Surcharge - for services not included in ED001 (such as police, fire safety, etc.)
Step 5	Total Cost per Pupil - Base Tuition Rate
	HS Special Education Per Pupil Base Rate
	District Wide (DW) - SPED Costs
Step 1	Less: 15% of Admin & Non-Cert. Salaries, Purchase Services & Equipment  Total DW Adjusted SPED costs
Otop 1	Number of Total DW SPED Students
Step 2	HS - SPED Salary, Benefits & Supplies
2.0p 2	Number of HS SPED Students
Step 3	Cost Per Pupil - SPED + Surcharge
Step 4	Total Cost Per Pupil - SPED
	December 15. taken 15. a.a.
	Premium Tuition Rate
	Cost Per Pupil - Base Tuition Rate
	Cost Per Pupil - SPED Surcharge
Step I	Total Cost Per Pupil - SPED

#### Appendix C.

#### **Special Education Services**

 Special education services within the scope of practice of special education and related services staff located at the school are included in the Cost Per Pupil – Special Education Tuition Rate. These services include, but are not limited to:

Resource Room/Academic Support
Speech Language Therapy
Occupational Therapy
Physical Therapy
Counseling/Social Skills
Adaptive Physical Education
Therapeutic Program
Assistive Technology for IEP
Others deemed appropriate by the Planning and Placement Team meeting

These services will change from time to time as new technologies and remediation programs are budgeted.

2. Students placed in specialized programs beyond the services provided above will be billed at a rate for services. Specialized programs are defined as:

Medically Fragile Program
T.A.P. (Transition Alliance Program)

Services not included in #1 above may include:
 Independent Educational Evaluations
 Consultants specific to a student's program
 Extended Day
 Extended School Year (ESY)
 Specialized Nursing Services (tracheotomy, feeding tube, etc.)
 FM equipment