

Memorandum of Understanding

Between Salem and East Lyme Boards of Education

RE: Special Education Tuition Rates

June 13, 2011 (Revised Draft)

June 13, 2011 (Salem BOE Approved)

June 27, 2011 (East Lyme BOE Approved)

1. Intent and Purpose

Following nearly two years of discussions regarding the manner in which tuition payments for Salem students are determined, the Salem and East Lyme Boards of Education have entered into this Memorandum of Understanding. Underscoring these provisions is a mutual belief that both Salem and East Lyme resident students should have the same access to services and opportunities provided by East Lyme High School since all students are East Lyme High School students regardless of their place of residence.

This memorandum clarifies the financial responsibilities of Salem and East Lyme public school districts regarding the cost of special education services when a PPT assigns specific staff/services to individual students.

2. Premium Rate

As of July 1, 2011, Salem shall pay the "premium rate", as defined in the East Lyme Salem Cooperative Agreement, for all students receiving special education services at the East Lyme High School.

3. Exceptional Costs

a. Special Education services within the scope of practice of special education and related services staff located at the high school are included in the "premium tuition rate" paid by Salem.

b. 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 at all times 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 of the 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 LEARN or a private agency.

The "premium rate" shall not include these special education contracted service expenditures.

c. Students placed in programs where student specific expenditures exceed the East Lyme Excess cost threshold will require individual contracts between the two school districts. For example, if Salem chooses to place a student in the East Lyme Medically Fragile program, Salem shall pay its proportional share of the full cost of said program. The cost of such programs will not be included in the calculation of the premium tuition rate.

d. The "premium tuition rate" shall include the proportional share of any extended school year services, such as the 2011 "Out and About" program, offered to the students of East Lyme High School as a part of their PPT-determined program of services. Since the premium tuition rate for the 2010-2011 and the 2011-2012 school years has already been determined, the cost to Salem of such extended-year-services shall be included in the 2010-2011 and 2011-2012 school-year-reconciliation-charges that are assessed in the 2012-2013 school year "premium tuition" calculation.

e. 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 East Lyme "premium tuition" rate shall be prorated for a portion of the school day that the student attends East Lyme High School. The portion shall equal the next highest 25% (quarter) of the full "premium tuition" rate.

4. Paraprofessionals Employed by East Lyme in 2010-2011 to Serve Exclusively Salem Students

In the spring of 2010, Planning and Placement teams assigned two students to have 1: 1 paraprofessionals. The districts agree that each district shall pay 50% of the salary and benefit cost of the two staff members for the 2010-2011 school year. Salem will remit payment for 50% of the total cost to East Lyme prior to June 30, 2011.

5. Paraprofessionals Employed After July 1, 2011

a. All paraprofessionals serving East Lyme High School students will be hired by the East Lyme Board of Education.

b. In determining the reconciliation for the 2011-2012 school year, the "premium tuition rate" charged to Salem will be adjusted to include a proportional share of East Lyme expenditures of all paraprofessionals employed during the 2011-2012 school year. Prior to July 1, 2011, one to one paraprofessionals were not included in the calculation of the premium rate.

c. Beginning with the 2012-2013 school year, "premium rate" calculations shall include the full costs of the salary and benefits for all paraprofessionals employed to serve students receiving special services at East Lyme High School.

6. Exceptional Circumstances

In the event that a student from Salem is determined through the PPT process 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 Board of Education when such a financial agreement is required.

Donna Leake June 14, 2011

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Superintendent, Salem Schools

James D. Lombardo 6/29/11

James D. Lombardo, Ed.D. Date
Superintendent, East Lyme Schools

Daniel Kung 14-June-2011

Daniel Kung, Ph.D. Date
Chair, Salem Board of Education

Tim Hagen 6/29/11

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