

LYME-OLD LYME SCHOOLS

Regional School District #18

A Private School Experience



in a Public School Setting

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is effective immediately upon execution by and between the LYME-OLD LYME, REGIONAL SCHOOL DISTRICT 18 BOARD OF EDUCATION (hereinafter “REGION 18”), and _____ *[PARENT NAME(S)]* (hereinafter “PARENTS”), the parents of Student _____ *[NAME OF STUDENT]* (hereinafter “STUDENT”). *[NOTE: If the student is over the age of 18, then this Agreement must be made between the student, the parents and the Board, if the parents will be funding the placement.]*

WHEREAS, REGION 18 permits the enrollment of non-resident students pursuant to REGION 18 Policy 2420 and its accompanying administrative regulations; and

WHEREAS, the PARENTS desire to avail themselves of REGION 18’s resources for the purpose of providing an education to the STUDENT;

NOW THEREFORE, in consideration of the mutual promises, covenants and stipulations set forth herein, the PARENTS and REGION 18 agree as follows:

1. **Services:** On the terms and conditions described herein, REGION 18 will provide educational facilities, instruction, courses and activities for the STUDENT in compliance with applicable provisions of the Connecticut General Statutes and related regulations of the State Board of Education.
2. **Policy and Regulations:** The PARENTS acknowledge receipt and understanding of REGION 18 Policy 2420 and its accompanying administrative regulations.
3. **Special Education and Students with Disabilities:**

a. Compliance:

REGION 18 agrees to comply with applicable provisions of the Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Rehabilitation Act (“Section 504”) and related State laws or regulations. The Parties agree that the school district in which the STUDENT resides shall remain the STUDENT’s local educational agency

Ian Neviaser, Superintendent of Schools

49 Lyme Street, Old Lyme, Connecticut 06371

T: 860-434-7238 F: 860-434-9959 E: neviaseri@region18.org www.region18.org

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("LEA") as such term is understood under the IDEA and Section 504. As such, REGION 18 shall have no obligation to provide the STUDENT with a Free Appropriate Public Education ("FAPE"), as that term is understood under the IDEA and Section 504. If the PARENTS wish for the STUDENT to receive FAPE, the PARENTS must contact their local educational agency. If the STUDENT is not already eligible under the IDEA or Section 504 and REGION 18 has reason to believe that the STUDENT may be a child with a disability, REGION 18 shall notify the STUDENT's LEA with the written consent of the PARENTS or, as applicable, the STUDENT.

If the Parties have determined through a Service Team Meeting that the STUDENT will receive special education and/or related services through REGION 18, and provision of those services exceed the tuition price for non-resident students, the STUDENT's receipt of such services will be conditioned upon payment of that portion of the tuition over and above the set tuition price if the additional charge is justified by a substantial increase in the cost to REGION 18, unless the STUDENT's LEA and REGION 18 agree in writing to a different arrangement in a specific circumstance. The itemized tuition identified in Paragraph 4 below shall detail the special education and/or related services to be provided, if applicable. In the event the PARENTS or REGION 18 believe that the special education and/or related services must be changed, a Service Team Meeting shall be convened and the PARENTS will receive prior notice of any adjustment to the tuition price and this Agreement will be amended accordingly.

b. Placement in Alternative Schools/Facilities:

The Parties acknowledge that the STUDENT's special education needs may require an educational program and/or services that REGION 18 is unable to provide. The Parties agree that REGION 18 is not responsible for placing the STUDENT in an alternative school or facility and that the PARENTS are responsible for contacting their LEA in the event REGION 18 cannot provide for the special needs of the STUDENT.

- Tuition:** Base tuition rates for non-resident students shall be set annually by REGION 18 in accordance with Policy 2420 and its accompanying administrative regulations. Full payment is required prior to the start of the 20__-20__ school year. The following is an itemized list of the services/supports to be provided to the STUDENT and the associated costs:

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[Insert itemized list of costs, including, but not limited to, nonresident tuition applicable to the student's age/grade, special education services, related services, etc.]

Total Tuition for 20__-20__ School Year: _____

5. **Student Discipline:** The STUDENT shall be subject to all applicable policies, regulations and rules governing all students enrolled in REGION 18 schools. In the event that the STUDENT is expelled from REGION 18, the STUDENT shall be promptly withdrawn from REGION 18 and shall not be permitted to re-enroll. In the event the Administration of REGION 18 recommends expulsion, REGION 18 will follow the procedures for an expulsion hearing set forth in REGION 18 Policy #2200, including holding a manifestation determination meeting, if the STUDENT has a disability, to determine if the STUDENT's conduct was a manifestation of his/her disability, but REGION 18 shall not be responsible for the provision of an alternative educational opportunity to the STUDENT in the event the STUDENT is expelled. If the STUDENT has a disability, and the Service Team determines that the STUDENT's conduct was a manifestation of the STUDENT's disability, the Service Team will develop a plan regarding how to address that conduct, which may include a non-disciplinary discharge from REGION 18 schools.
6. **Transportation:** REGION 18 shall have no obligation to provide for the transportation needs of the STUDENT to and from his/her residence. The costs of transportation of the STUDENT to and from services required by such enrolled students' Service Plan, if any, shall be included within the tuition costs assessed to the PARENTS by REGION 18. Any costs for transportation of the STUDENT to and from school-sponsored activities (e.g., field trips), that are assessed to all families of students within REGION 18 shall be assessed in the same manner to the PARENTS by REGION 18.
7. **Student Records:** REGION 18 shall comply with the Family Educational Rights and Privacy Act ("FERPA") and REGION 18 Policy 2160, Student Records and Confidentiality, relative to the confidentiality of and parental access to education records.
8. **Term:** This Agreement shall be effective from the date of execution through the academic year in which it has been executed.

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- a. *Enrolled Student Discharge:*** With the exception of student discipline issues, prior to unilaterally discharging the STUDENT, REGION 18 agrees to meet with the STUDENT and the PARENTS to discuss whether REGION 18 can meet the needs of the STUDENT. Unless an emergency exists or the STUDENT is expelled, REGION 18 agrees to provide the PARENTS with at least two (2) weeks prior written notice of any planned discharge of the STUDENT. REGION 18 may dismiss an enrolled student in its discretion at any time during the effectiveness of this Agreement, based on such criteria as REGION 18 may determine, including but not limited to:
- termination of the program in which the STUDENT is participating
 - staffing and resource issues
 - student non-attendance
 - student discipline
- b. *Agreement Termination:*** This Agreement may be terminated at any time by either Party upon giving two (2) weeks written notice to the other Party. In the event of early termination of the Agreement by either Party, tuition shall be prorated and the PARENTS refunded for portions of the tuition for which this Agreement was no longer in effect.
9. **Entire Agreement:** This Agreement represents the entire agreement between the Parties relative to the matter or subjects herein contained and supersedes any and all other contracts or earlier agreements, written or oral, between them.
10. **Modification:** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties.
11. **Governing Law:** This Agreement shall be construed and governed by and under the laws of the State of Connecticut.
12. **Disputes:** The Parties agree that in the event of a dispute regarding the terms and conditions set forth herein, the aggrieved Party shall submit a written notice of the dispute to the other Party setting forth the specific issues in dispute. If the Parties are unable to resolve the dispute within thirty (30) calendar days of the date of the notice (or,

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by written agreement of the Parties, an extended period of time), and the aggrieved Party desires to pursue the matter further, the dispute shall be resolved by use of the Connecticut Superior Court for New London County.

13. **Notices:** Whenever notice is given or required to be given by either of the Parties hereto to the other, it shall be in writing and deemed to have been given: (i) when delivered or refused by hand during regular business hours; (ii) five (5) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested; (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed; or (iv) when sent if sent by facsimile or email during business hours, addressed to REGION 18 or the PARENTS, as the case may be, at the address or addresses, facsimile number or email address set forth below or such other addresses as the parties may designate in a notice similarly sent. Notice by counsel to a Party shall constitute notice from such Party. Notices to REGION 18 and the PARENTS shall be delivered as follows:

If to REGION 18:
Superintendent of Schools
Lyme-Old Lyme Public Schools
49 Lyme Street
Old Lyme, CT 06371
neviaseri@region18.org
Fax: 860-434-9959

If to the PARENTS:

14. **Counterparts:** This Agreement shall be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall constitute one in the same agreement.

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15. **Waivers:** No waiver by any Party of a breach of any provision of this Agreement, and no failure by any Party to exercise any right or remedy relating to a breach of any provision of this Agreement, shall (a) constitute a waiver or relinquishment for the future of such provision, (b) constitute a waiver of or consent to any subsequent breach of such provision, or (c) bar any right or remedy of such Party relating to any subsequent breach.
16. **Training and Certification:** REGION 18 represents that it provides educational and related services to students with and without disabilities and that its staff hold the appropriate training and certification to provide such services and have been subject to review of credentials and certifications, criminal background checks as well as checks under the relevant sexual offender registries to ensure that such staff are appropriately hired to provide educational services to students with disabilities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 20____.

REGIONAL SCHOOL DISTRICT 18
BOARD OF EDUCATION

PARENTS

By: _____
Ian Neviaser
Superintendent of Schools

[Parent Name]
Parent of _____

[Parent Name]
Parent of _____

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