

Wayne County Center Program Agreement

RESOLUTION AUTHORIZING PARTICIPATION IN THE CENTER PROGRAM AGREEMENT

WHEREAS, Wayne County Regional Educational Service Agency (WCRESA) is compelled by state law to implement a county wide plan for providing special education services and for the distribution of property tax revenues collected under MCL 380.1724a; and

WHEREAS, WCRESA in consultation with representatives from each local constituent school district has established the Center Program Agreement to govern the participation in center programs for the education of low incidence special education pupils; and

WHEREAS, the _____ School District desires to make such center programs available to its students

NOW, THEREFORE, BE IT RESOLVED that the board of education of the _____ School District authorizes the its Superintendent to sign the Wayne County Center Program Agreement.

Approved and adopted the _____ day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the _____ Board of Education.

Following Roll Call Vote: Ayes: _____
 Nos: _____
 Absent: _____

Secretary of the Board of Education

WAYNE COUNTY

CENTER PROGRAM AGREEMENT

(EFFECTIVE JULY 1, 2011)

WAYNE COUNTY
CENTER PROGRAM AGREEMENT

This Agreement is effective July 1, 2011 and is made by and between the Wayne County Regional Educational Service Agency (hereinafter referred to as the "Fiscal Agent" or "WRESA"), and those "Operating Districts" who have accepted of the terms and provisions of the Wayne County Center Program Agreement and those "Sending Districts" who have accepted the terms and provisions of the Wayne County Center Program Agreement.

ARTICLE I
PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the relationship among the Fiscal Agent, the Operating Districts and the Sending Districts with respect to the operation of the special education Center Programs and the reimbursement of the Center Program operating costs to the Operating Districts.

ARTICLE II
DEFINITIONS

Section 1

"WRESA Special Education Administrative Costs" means those costs of the Fiscal Agent which are recognized as reimbursable under Act 18 monies and shall not include costs attributable to the operation of special education Center Programs by the Fiscal Agent.

Section 2

The "Minimum Criteria for Act 18 Reimbursement" (Exhibit A attached to this Agreement) establishes staffing levels and other allowable costs for each disability category. This criterion is established by the Fiscal Agent, guided by law, and can be changed by the Fiscal Agent after consultation with Sending and Operating Districts.

The "Minimum Criteria for Act 18 Reimbursement Deviation Process" (Exhibit B attached to this Agreement) is the process by which Operating Districts are approved for costs in excess of that provided by the Minimum Criteria for Act 18 Reimbursement. This process is established by the Fiscal Agent and may be changed by the Fiscal Agent after consultation with Sending and Operating Districts.

"WRESA Supplemental Criteria Costs" means those costs incurred by local school districts and public school academies in providing an individual student aide for Students being educated in their least restrictive setting.

Section 3

"Act 18 Revenues" means those property tax monies derived from special education millage approved and levied under Sections 1721-1729 of the School Code of 1976, being MCL 380.1721-380.1729. The "Act 18 Fund" is the unique set of accounts maintained by the fiscal agent which record the financial activity and balances represented in the agreement.

Section 4

“Net Actual Act 18 Costs” means total audited, Center Program costs in compliance with the Minimum Criteria for Act 18 Reimbursement, the Minimum Criteria for Act 18 Reimbursement Deviation Process and WRESA Supplemental Criteria Costs less all applicable revenues.

Section 5

“Operating District” means a constituent school district of the WRESA or WRESA itself, which operates a special education Center Program identified as such under Wayne County’s Plan for the Delivery of Special Education Programs and Services.

Section 6

“Sending District” means a constituent school district [of the WRESA] or public school academy located in Wayne County which sends Students who are enrolled in their district or public school academy to an Operating District or accesses services funded fully or in part by the Act 18 Fund.

Section 7

“Center Program” means a program for the provision of special education and related services to students with disabilities residing within the boundaries of a local school district which is part of the WRESA and enrolled in a constituent district of WRESA or a public school academy located in Wayne County, and are provided with the delivery by an Operating District under the Wayne County Plan For The Delivery Of Special Education Programs And Services.

Section 8

“Student” means a student with a disability who is eligible to receive special education and related services under Michigan Law, being Act 451 of the Public Acts of 1976 and Federal Law, being the Individuals with Disabilities Education Act, and meets the entry/exit criteria for a Center Program.

ARTICLE III
SPECIAL EDUCATION PROGRAMS
AND/OR SERVICES TO BE PROVIDED

Section 1

The Operating District shall provide the building, facilities, equipment, supplies, and employ the professional and non-professional staff to operate a Center Program for the delivery of special education programs and services as described in the Wayne County Plan for the Delivery of Special Education Programs and Services. The Operating District's superintendent, or designee, shall have the authority and right to determine if the Operating District will initially provide special education programs and services to a student (resident or non-resident) based on space availability and entry criteria of the program. If the Operating District determines the center program placement is no longer appropriate, it has the responsibility to convene an IEP Team to recommend a change in placement. Should the Student's parent or guardian object to program termination and exercise their due process rights, the Individuals with Disabilities Education Act (IDEA) "stay put" provision will apply.

Section 2

Subject to the other terms of this Agreement, Center Programs and special education programs and services provided by the Operating District will be in accordance with the Wayne County Plan for the Delivery of Special Education Programs and Services unless otherwise agreed by the WRESA. The Operating District shall work cooperatively with the WRESA in an effort to remediate any findings of non-compliance by the WRESA and/or any other monitoring agent. It is understood, however, that a finding of non-compliance may be used as a basis to deny an Operating District the right to reimbursement of all costs as provided for by the terms of this agreement, unless the Operating District provides documentation that the instance of non-compliance was beyond its control.

Section 3

Operating Districts shall become shared educational entities (SEE) for purposes of calculating district adequate yearly progress. Sending Districts will receive Student scores for district Adequate Yearly Progress calculation and other district accountability measures.

Section 4

The Sending District shall have responsibility for transporting Students to and from the center program and for conducting the initial IEP Team meeting prior to placement of a student in a center program. The Sending District shall invite a representative from the Operating District to attend the initial IEP Team meeting. The Sending District may authorize the Operating District to conduct subsequent IEP Team meetings. If there is a disagreement between the Sending District and the Operating District concerning placement, either the Sending District or the Operating District may request an independent review by the WRESA.

In instances of any violation of state or federal safety legislation involving Center Program Students, the Sending District shall have responsibility for expulsion, provision of follow-up services after expulsion and convening of an IEP Team to determine appropriate alternative placement.

In instances where the student engages in other misconduct that would require expulsion under the operating district student code of conduct, the student will be returned to the resident district for disposition of disciplinary action according to the resident district policies. If suspension or expulsion is warranted, the resident districts will provide any legally required continuation of educational services.

ARTICLE IV

FINANCE

Section 1

No later than February 1st of each year, the Operating District shall submit to the Fiscal Agent a proposed Center Program budget that has been approved by the Operating District's Superintendent, for the next fiscal year. During February and March, each proposed Center Program budget will be reviewed for compliance with the Minimum Criteria for Act 18 Reimbursement by the Center Program Budget Review Committee. This committee will include local district Directors of Special Education and local district Business Managers, representing both Operating Districts and districts which do not operate Center Programs. It will also include representatives of the Fiscal Agent. By April first, the Fiscal Agent shall provide an approved budget, including Budget Review Committee amendments, if any, to the Operating District.

During the fiscal year of operation, the Operating District shall submit revised center program budgets as necessary, which also requires the approval of the Operating District's Superintendent, and will submit a final budget amendment no later than May 1st.

Section 2

Projected budgets for subsequent fiscal years and current year Student enrollment data shall be the basis for projecting Center Program revenue and expenditures.

If it is projected that Act 18 Revenues will be insufficient to cover Net Actual Act 18 Costs, then prior to the beginning of each school year, the Fiscal Agent shall:

- determine the estimated shortfall for that school year, based upon projected revenue and expenditures for all Center Programs and WRESA Supplemental Criteria Costs.
- estimate each Sending District's share of the estimated shortfall using projected revenue and expenditures and prior year actual Student enrollment data;
- construct and distribute a payment schedule to provide current year reimbursement to Operating Districts for their estimated total costs during the year of operation.

Section 3

The Fiscal Agent shall receive and collect all applicable revenues and place them in a separate, designated fund. These revenues may be used to first reimburse the WRESA Special Education Administrative Costs. The remainder of those revenues shall be allocated to reimburse districts and public school academies for their Net Actual Act 18 Costs.

Section 4

If the Operating District determines that an expenditure is necessary that is not included in the approved budget, the Operating District will notify the Fiscal Agent and request approval prior to any expenditure of funds.

Section 5

At the end of each fiscal year, the Operating District shall submit a final cost report and an annual audit by an independent CPA to the Fiscal Agent. In addition, the Fiscal Agent may require additional financial data from the Operating District during the term of this Agreement.

Section 6

Calculation of each Sending District's final audited chargeback will take place upon receipt of all Center Program and actual WRESA Supplemental Criteria Cost reports and close-out of State categorical aid. At that time, final audited chargebacks will be determined in the following manner by the Fiscal Agent:

For each Center Program:

1. Determine Net Actual Act 18 Costs as defined in Article II, Section 5
2. Determine total enrollment days – calculated by adding the enrollment days (program entry to program exit – not attendance days) for all students
3. Determine per student/per day cost – divide the Net Actual Act 18 Costs by total enrollment days
4. Determine Net Actual Act 18 costs for each Sending District – multiply the per student/per day cost by the number of days resident students were enrolled in the program

When these calculations have been completed, each Sending District will receive a statement from the Fiscal Agent which includes an analysis of the district's share of the Net Actual Act 18 Costs and WRESA Supplemental Criteria Costs for all Center Programs which served their resident Students, their share of the shortfall for that year, and a history of their applicable payments. Based upon these calculations, each Sending District will either owe money to the Act 18 Fund, or the Act 18 Fund will owe money to the Sending District. These amounts will be either payable or receivable by the Sending District within 30 days of receipt of the statement.

ARTICLE V

REIMBURSEMENT OF COSTS

Section 1

The principle to be followed in determining the reimbursement of costs to the Operating District shall be that the Operating District shall be reimbursed for one hundred (100%) percent of the Net Actual Act 18 Costs and/or expenditures authorized by the terms of this Agreement and in compliance with the Minimum Criteria for Act 18 Reimbursement and the Minimum Criteria for Act 18 Reimbursement Deviation Process. The local, state or federal general K-12 revenues of the Operating District shall not be diminished as a result of fulfilling its obligations to operate the Center Program under the terms of this Agreement.

An Operating District shall file cost reports with the State of Michigan for reimbursement of special education Center Program costs. However, such filings shall not limit the recourse of the Operating District to recover all amounts due to the Operating District under this Agreement without regard to whether such costs exceed those recognized as reimbursable, in whole or in part, by the laws of the State of Michigan or the rules and regulations of the Department of Education and/or the State Board of Education.

Section 2

Costs to be reimbursed to the Operating District under Section 1, shall include any expenditure made by an Operating District in fulfilling its obligations under the terms of this agreement and in compliance with the Minimum Criteria for Act 18 Reimbursement and the Minimum Criteria for Act 18 Reimbursement Deviation Process. The following costs, by way of example and not limitation, are understood to be included for reimbursement to the Operating District:

- a. The employer's share of salaries, wages, fringe benefits, payroll taxes, pension fund contributions, and any other forms of compensation or expense for all personnel (except as otherwise provided in Article VI) employed by the Operating District in compliance with the Minimum Criteria for Act 18 Reimbursement, the Minimum Criteria for Act 18 Reimbursement Deviation Process, or pursuant to the provisions of Article IV, Section 4 of this Agreement.
- b. The costs of unemployment compensation paid by the Operating District in connection with fulfilling its obligations under this Agreement or cessation of operation of a Center Program or which result from a termination of this Agreement or its operation of a Center Program. The costs of unemployment compensation shall also include compensation paid to an employee who is laid off or terminated because he/she was displaced by a Center Program employee transferring to the Operating District's regular K-12 program.
- c. The costs of workers' compensation paid by the Operating District in connection with its fulfilling its obligations under the terms of this Agreement or cessation of operation of a Center Program.
- c.d. The cost of purchased services incurred by the Operating District to meet its obligations under this Agreement and the Minimum Criteria for Act 18 Reimbursement.

- | d.e. All costs and expenses not reimbursed from or eligible for reimbursement from another outside source, including judgments, damages, back wages, court and administrative costs, deposition expenses, attorney fees, incurred by the Operating District because of:
 - i. Lawsuits, administrative hearing and appeals (it is understood that due process hearings shall follow the established Act 18 process which is an attachment to this agreement as Exhibit C) which may arise as a result of the Operating District's agreement to provide special education programs and services under the Wayne County Plan.
 - ii. Lawsuits, administrative and arbitration hearings involving the compliance or noncompliance by the Operating District with respect to legal and/or contractual obligations owed either employees employed to provide services under this Agreement or their bargaining representative.
- | e.f. Equipment needed to meet its obligations under this Agreement. The equipment shall be identified and accounted for, and belong to the Center Program and not the Operating District.
- | f.g. Retirement incentive payments to Operating District employees that result from an agreement with the Operating District's bargaining units/employee groups shall be in accordance with the provisions of the "Accounting and Fiscal Responsibilities Requirements for Intermediate School Districts" use of Special Education Funds", State Board of Education, dated April 21, 1993.
- | g.h. The Operating District shall receive rent for buildings and classrooms used for Center Programs. The determination of the amount of rent shall be determined by the Fiscal Agent in consultation with constituent districts. When the Operating District determines that facilities used for Center Programs require building repairs or major maintenance projects, the Operating District shall use these rent receipts for that purpose.

The obligation to reimburse the Operating District under the terms of this article shall survive the termination of this Agreement and/or cessation of operations of the Operating District's which are attributable to the operation of the Center Program, facts, or circumstances which occurred during the term of this Agreement.

ARTICLE VI

SALARY/WAGE DIFFERENTIAL FOR LAID OFF/TERMINATED EMPLOYEES

If upon termination of this Agreement, or the cessation of operations of the Operating District Center Program, a regular K-12 employee of the Operating District is laid off, or terminated, due to or resulting from a Center Program employee transferring to the regular K-12 program, then the Operating District shall be paid the salary/wage difference for each year the salary/wage of the Center Program employee is higher than what the laid off/terminated employee would have been paid had he/she remained employed by the Operating District.

ARTICLE VII

INDIRECT RATE

Center Program Operating Districts will be eligible for total indirect costs at a rate of twelve (12%) percent. The Operating District's Net Actual Act 18 Costs, minus capital outlay costs, will be used in the calculation, including such costs that are paid for with federal IDEA funds. WRESA Supplemental Criteria Costs will not be eligible for indirect costs.

ARTICLE VIII

WAIVER

No waiver of any provision of this Agreement, or a breach thereof, shall operate as a continuing waiver, nor shall it constitute waiver of any other provisions or breach. No modification, alteration and/or amendment to the Agreement shall be binding upon any party hereto, unless the same shall be in writing and signed by all parties hereto.

ARTICLE IX

ENTIRE AGREEMENT CLAUSE

There are no understandings, agreements, representations or warranties, expressed or implied, other than those set forth fully herein or incorporated by specific reference, in respect to this Agreement or set forth in a written addendum or supplemental agreement executed and ratified by the parties.

ARTICLE X

SUCCESSORS AND ASSIGNS

This Agreement and every term and condition hereof shall be binding upon the Fiscal Agent, Sending Districts and Operating Districts, and upon their respective successors, representatives and assigns, and the benefits hereunder shall inure to each of the parties and to their respective successors, representatives and assigns. However, the provisions of this Agreement shall not insure to the benefit of parties not listed above or grant to other parties contractual rights, nor can parties not listed above enforce the contractual provisions of this Agreement.

ARTICLE XI

SEVERABILITY

If a provision of this agreement is found to violate federal or state law, or related regulations, that provision shall immediately become void, but other provisions of the agreement shall remain in full force and effect.

ARTICLE XII

DURATION/RENEWAL OF CONTRACT

The duration of this Agreement shall be one (1) year ending June 30, 2012. However, the Agreement shall renew itself for an additional one (1) year period each July 1 unless a party to the Agreement provides a minimum of twelve months (12) written notice of termination. Said written notice of termination shall be delivered to the Fiscal Agent at the following address:

WRESA Board of Education
33500 Van Born
P.O. Box 807
Wayne MI 48184-2497

Upon expiration or termination of this Agreement, all obligations of the Operating District to provide services under the terms of this Agreement shall cease immediately.

1. IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their authorized officers.

For the Fiscal Agent

For the District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT A

MINIMUM CRITERIA FOR ACT 18 REIMBURSEMENT (version current as of date of signing)

WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

2010 - 2011

MINIMUM CRITERIA FOR ACT-18 REIMBURSEMENT

CENTER PROGRAMS	BASIC PROGRAM			ANCILLARY STAFF	ANCILLARY STAFF (CASELOAD)			OUTREACH TEACHER-CONSULTANT	SUPERVISOR - MINIMUM POPULATION	OTHER PROGRAM COST	
	MAXIMUM HEAD COUNT	TEACHERS ALLOWED	AIDES ALLOWED							TCHNG. SUPPLIES PER BASIC PROG. STU	
				MINIMUM HEAD COUNT	BASED ON POPULATION - INCLUDES: School Social Worker, Psychologist, Nurse	OT	PT	TSLI			
MODERATE COGNITIVE IMPAIRMENT	15	1	1	13 (3-16 yrs) 14 (17-25 yrs)	1.0/100	35	35	60	NA	100	\$160
											May claim Maximum of \$80 for each
											Capital outlay must be for instructional

SEVERE COGNITIVE IMPAIRMENT	12 15	1 1	2 3	11 14	2.25/100	35	35	60	NA	70	\$16 0
SEVERE MULTIPLE IMPAIRMENT	9	1	2	8	2.25/100	35	35	60	NA	70	\$16 0
EI/CI DUAL DIAGNOSED	8	1	2	7	1.75/100	35	35	60	b	70	\$16 0
DAY TREATMENT (EI)	10	1	1	8	^c .75/100	a	a	60	b	60	\$16 0
AUTISTIC	6 7	1 1	1 2	5 7	1.25/100	40	a	50	b	60	\$16 0
PHYSICAL IMPAIRMENT & OTHER HEALTH IMPAIRMENTS	10	1	1	9	2.0/100	35	35	60	b	70	\$16 0
HEARING IMPAIRMENT	7	1	^f 0	7	^e .75/100	a	a	60	b	70	\$16 0
VISUAL IMPAIRMENT	10	1	^g 0	9	^d .75/100	a	a	60	b	70	\$16 0

EARLY	15	1	0	h 10	3.0/100	a	a	60	NA	70	\$160		
CHILDHOOD SVC	15	1	0	12									
i WORK SKILLS	15	1	1	13.5	2.25/100	a	a	60	NA	150	\$160		

See back for ADDITIONAL INFORMATION

12/12/07 dp

ADDITIONAL INFORMATION

1. ALL MINIMUM CRITERIA are calculated on total program averages.
2. SUPERVISORS will be funded at a maximum of one (1) per site unless approved through the deviation process.
3. One SECRETARY may be claimed for each supervisor who qualifies for Act 18 reimbursement.
4. The total center program student population is used as a basis for allocation of staff in the areas of SOCIAL WORKER, PSYCHOLOGIST, NURSE and SUPERVISOR. When a center program teacher consultant serves students who are mainstreamed and are not a part of the center program basic classroom census, this population of students may be used for allocation of SUPERVISOR, but may not be used for the allocation of SOCIAL WORKER, PSYCHOLOGIST or NURSE.
5. Districts operating center programs will be reimbursed for their Director of Special Education according to the following formula:

$$\frac{\text{\#CP staff}}{\text{\#Total District Sp. Ed. Staff}} \times \text{Cost of salary \& fringes of Director \& 1 Secretary}$$

In center programs employing twenty (20) staff or less, this formula will be replaced by reimbursement at a fixed rate of 10%.

FOOTNOTES

- a. Not generally funded - may be considered through deviation process.
- b. Funding approval based on submission of TC activity summary through deviation process.
- c. In addition to ancillary staff allocation, caseload of 17 students allowed for School Social Worker.
- d. VISUAL IMPAIRMENT PROGRAMS may employ Orientation and Mobility Specialist for caseload of 20 - 35 students.
- e. HEARING IMPAIRMENT PROGRAMS may employ Educational Audiologist for 60-65 basic classroom HI students or 150 HI Outreach students.
- f. HEARING IMPAIRMENT PROGRAMS may employ 1.0 aide for full day preschool classroom.
- g. VISUAL IMPAIRMENT PROGRAMS may employ 1.0 aide for full day preschool classroom; 1.0 aide for full time teacher with 4 Braille students and 4 or more low vision students; and a .5 aide for half-time teacher with 4 Braille students and one or more low vision students.
- h. Minimum head count of 10 students in EARLY CHILDHOOD SERVICES PROGRAMS is limited to those programs providing two home visits per week.
- i. District may calculate total number of staff based on a prorated calculation of the number of SCl and SXI students in the program.

EXHIBIT B

MINIMUM CRITERIA FOR ACT 18 REIMBURSEMENT CRITERIA DEVIATION PROCESS

1. At the time of initial budget submission, Operating Districts will be notified of the opportunity to request deviations from the staffing ratios included in the Minimum Criteria for Act 18 Reimbursement. Deviation requests will include a description of the position requested, previous funding/approval history, projected cost, rationale for why allowable staff cannot perform the function and impact on Center Program if deviation request is denied.
2. The Act 18 Budget Review Committee will review and take action (approve or not approve) on all deviation requests submitted with estimated budgets.
3. Following the deviation approval process, Operating Districts may submit additional deviation requests either before the school year or during the school year. These requests will be acted upon on a case by case basis by the WCRESA Act 18 Budget Review Committee members and other WRESA staff as appropriate. WRESA will have responsibility to determine when reconvening of the full Act 18 Budget Review Committee is necessary.

Operating Districts will be given an opportunity to appeal the actions of the Act 18 Budget Review Committee. When necessary, a group of four local district superintendents (representing both center and non-center program Operating Districts equally) will be convened to review any appealed deviation requests and take appropriate action. Within five working days, WRESA will notify the Operating District of the appeal decision

EXHIBIT C

Procedures for Accessing Act 18 funds for disputes impacting low incidence center programs or students

Prior to submission of a request for Act 18 fiscal support for a dispute involving a center program student or student eligible to attend a center program, the center program operator and resident districts must attempt to utilize available dispute resolution resources to remediate the issues.

In an instance where dispute resolution discussion does not resolve a complaint, due process hearing or other legal issue concerning a center program student or program or a student eligible for a center program, the resident and operating districts involved may request Act 18 fiscal support for further legal proceedings.

Following a receipt of a request for fiscal support, WRESA will convene a Center Program Review committee within 10 school days. The resident district and the operating district will present the case to the review team in person.

A Center Program Review committee will be appointed by the WRESA Superintendent to review information related to requests for Act 18 funding support for due process hearings, special education complaints or other legal actions arising from center program operations or impacting center program eligible students. This committee shall include at least two local district superintendents, the WRESA Executive Director of Special Education and the WRESA Associate Superintendent. The WRESA legal counsel may be utilized in an advisory capacity to provide advice and clarification but shall not have a voice in the decision making process.

The Center Program Review team will discuss the issue and make a recommendation to the WRESA Superintendent regarding use of Act 18 funds within 5 calendar days. The committee's recommendation must be by a majority vote. The chief factor to be considered is the impact of the issue on county-wide programs.

The WRESA Superintendent shall inform the resident and operating district and the members of the Review Committee of the final decision within 5 calendar days of receipt of the Committee's report. The WRESA superintendent may recommend full reimbursement, partial reimbursement or a dollar limit cap on reimbursement.

The Wayne County Center Program Agreement provides the parameters for operation of special education center programs and the distribution of Act 18 Funds and has been in place since 1995. Wayne County RESA in conjunction with local district superintendents has recently revised the agreement. All local districts or public school academies that participate in the services and funding described in the agreement will need to be a party to the agreement. The revisions included in the new agreement result from the following:

- Update language and terminology to currently accepted standards and removed obsolete provisions
- The existence of Public School Academies which were not anticipated in the original agreement
- The establishment of a universal indirect cost rate
- The formalization of current and past practices including the criteria deviation process and the funding of "Follow That Kid Aids"
- Reference of established program entry and exit criteria
- Inclusion of the concept of a "Shared Educational Entity" for AYP purposes
- Clarified language on placement and expulsion
- Simplified language concerning allowable costs