

MULTIDISTRICT AGREEMENT

THIS AGREEMENT, entered into this first day of July, 2010, by and between the DUVAL COUNTY SCHOOL BOARD, FLORIDA, a body corporate, hereinafter called "Duval County" and the SCHOOL BOARD of CLAY COUNTY, FLORIDA, a body corporate, hereinafter called "Clay County".

WITNESSETH:

That for and in consideration of the mutual covenants and conditions hereto entered by and between the parties herein, it is agreed as follows:

1. There are certain children of public school age residing in areas adjacent to Duval County who attend public school in Duval County because they are in need of services or programs offered in Duval County that are not available in their resident county. Those pupils recommended by the Staffing Committee with permission of the Superintendent of the Clay County School Board, may attend designated public school centers owned and operated by the Duval County School Board pending availability of space and other resources and upon payment of compensation by the Clay County School Board as hereinafter set forth and subject to the terms and conditions of this agreement.

2. Clay County students who may be placed in Duval County are those who are qualified, under State Board of Education Rules 6A-6.03011 - 6A-6.03026, FAC, as: (1) Other Health Impairment, Orthopedic Impairment, or Other Health Impairment that require a setting for physically impaired or medical need, students in grades 9-12, (2) visually impaired, part-time and full-time, students, ages 3-5, (3) visually impaired, full-time, students in grades K-8, (4) Deaf or Hard of Hearing, part-time and full-time,

students in grades Prekindergarten (ages 3-5) -5, (5) Deaf or Hard of Hearing, full-time, students in grades 6-12, and (6) Autism Spectrum Disorder in grades 6-12.

3. Clay County will comply with polices of the Special Programs and Procedures for Exceptional Students of the Duval County School Board, as specified in the current State Board of Education Rule 6A-6.03411, FAC, and governing the above named programs. The Director of Exceptional Student Education of Clay County will forward to the Executive Director of Exceptional Education and Student Services of Duval County, documentation of eligibility, including copies of all evaluation reports and staffing committee recommendations, as well as the initial individual educational plans and parental permission, according to the Special Programs and Procedures for Exceptional Students of Duval County as specified in State Board of Education Rule 6A-6.03011-6A-6.03311, FAC.

4. The Executive Director of Exceptional Education and Student Services of Duval County (or designee) will provide to the Director of Exceptional Student Education of Clay County, copies of each student's final placement papers following review and authorization for placement.

5. Initial screening and evaluation, as required in the Special Programs and Procedures for Exceptional Students of Duval County, shall be the responsibility of qualified Clay County School Board personnel.

6. Annual review of the student's Individual Educational Plan (IEP) and required reevaluations, as specified in the Special Programs and Procedures for Exceptional Students shall be the responsibility of qualified Duval County School Board personnel. Copies of IEP updates and reevaluation action will be provided upon request to the Director of Exceptional Student Education of Clay County.

7. Transportation of pupils residing in Clay County, with authorization to attend public school in Duval County, shall be the responsibility of the School Board of Clay County. Pupils so authorized shall be subject to all rules and regulations prescribed for all other pupils in the Duval County Public Schools.

8. Program and staff supervision for programs located in Duval County, serving students from adjacent school districts under approved multidistrict agreements, shall be the responsibility of Duval County School Board personnel.

9. Payment by Clay County to Duval County for the instructional and support services provided in Duval County Schools to Clay County students shall be based on the following formula:

- a. Determine the total cost per full-time equivalent student in Duval County based on the total expenditures in the General Fund as stated in the 2010 Annual Financial Report and the estimated 2010 - 2011 full-time equivalent students reported by the State Department of Education.
- b. Determine the total amount per full-time equivalent student from the Florida Education Finance Program (FEFP).
- c. Subtract the results of paragraph "b" above from paragraph "a" to derive the amount per student to be paid by Clay County for each full-time equivalent student as defined in this agreement.

10. Consultation of Duval County School Board instructional support staff for the deaf/hard of hearing and visually impaired to support Clay County's school-based deaf/hard of hearing and visually impaired for Clay County residents served in Clay County, as follows:

- a. Consultation with program support staff for the deaf/hard of hearing for a maximum of three (3) days per year.
- b. Consultation with program support staff for the visually impaired for a maximum of three (3) days per year.
- c. Audiological evaluations of referred and enrolled hearing impaired students for a maximum of three (3) days per year.

11. Access to appropriate Duval County inservice activities for Clay County personnel.

12. Payment by Clay County to Duval County for instructional support services to Clay County hearing impaired and visually impaired students enrolled in Clay County schools as specified in item 10 shall include:

- a. Reimbursement of up to six days service for instructional support personnel at the daily rate of pay for designated staff when requested by the Clay County Exceptional Student Education Director and approved by the Duval County Executive Director of Exceptional Education and Student Services.
- b. Reimbursement of up to three days service for audiological services at the daily rate of pay for designated staff when requested by the Clay County Exceptional Student Education Director.
- c. Reimbursement of travel expenses of support personnel when consultation takes place in Clay County.

13. Reimbursement by Clay County to Duval County, for any cost in excess of the FEFP generated and entitlement funds, for the provision of a needed service for

students (e.g., interpreter, one-to-one teacher assistant, specialized equipment, or consultation).

14. This agreement shall cover the school year 2010 - 2011 commencing July 1, 2010, and ending June 30, 2011. Thereafter, this Agreement shall automatically renew for the immediate successive school year with the consent of both parties. This agreement may terminate in the event that (1) there are insufficient funds for renewal of this Agreement or (2) either party gives prior written notification of termination to the other party at least six months prior to the next school year, unless both parties agree otherwise.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized Chairmen of their respective Boards, and their Corporate Seals to be affixed thereto, and attested by their duly authorized Superintendent of Schools, acting as Ex-Officio Secretary, respectively,

DUVAL COUNTY SCHOOL BOARD,
FLORIDA, a body corporate

BY:

Brenda Priestly Jackson, Chairman
Duval County School Board

ATTEST:

Ed Pratt-Dannals, Superintendent
Duval County Public Schools

SCHOOL BOARD OF CLAY COUNTY
FLORIDA, a body corporate

BY:

Lisa Graham, Chairman
Clay County School Board

(CORPORATE SEAL)

ATTEST:

Ben Wortham, Superintendent
Clay County Public Schools

FORM APPROVED:
