

## **CONTRACT AMENDMENT**

**THIS AMENDMENT**, entered into this 22 day of March, 2011 by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "Board", and CARLTON PALMS EDUCATIONAL CENTER, INCORPORATED, hereinafter referred to as the "Contracted School".

**WHEREAS**, on July 1, 2010 the parties entered into a contract for education and related services for exceptional students, which services were for one (1) exceptional education student, and

**WHEREAS**, circumstances have changed in that it has been determined that an additional exceptional education student's educational and training needs could best be met by the Contracted School and the Board agrees to support the educational services as outlined in the Individualized Education Program

**WHEREAS**, the parties agree as follows:

1. L\*\*\*\* B\*\*\*\*\* is a resident of Clay County, Florida and is eligible for enrollment in Clay County Schools.
2. L\*\*\*\* B\*\*\*\*\* has been appropriately classified as an exceptional student by Clay County Schools in compliance with Florida Statutes and pertinent state and local Board rules, regulations and criteria.
3. An Individualized Education Program ("IEP") has been established based on assessments which indicate specific educational needs, which plan and needs have been determined by the IEP team.
4. The parents of the student and the Florida Department of Children and Families Developmental Services Program have placed the student in the Contracted School for residential care, during which placement the Board is providing the educational component for the student through this contracted agreement with Contracted School.

**NOW THEREFORE**, the parties agree to amendment of the above referenced Contract as follows:

1. The Contracted School will accept the enrollment of the above named student in an appropriate educational program to fit the student's special needs.
2. The contract for this student shall commence on March 22, 2011 and will terminate on June 30 2011.
3. The student is eligible for special education services as a student who is Mentally Handicapped (Intellectual Disability) and has Emotional/Behavioral Disabilities.
4. The Board shall pay a total of current FTE funding specific to Matrix for student (254 prorated for the days enrolled at Contracted School). This student shall have forty nine (49) total enrollment days during the term of this Contract. The daily rate is \$70.63. Accordingly, the total amount payable on behalf of this student for the entire term of this Contract is \$3,460.87.
5. The Contract is amended to reflect the addition of the student identified herein and to reflect the increase in the Board's payment obligation as set forth in the paragraph immediately preceding this paragraph.

6. All other terms and conditions of the Contract entered into by the parties on July 1, 2010 shall remain unchanged and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract Amendment, nunc pro tunc, to the day and year first above written.

WITNESS:

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CARLTON PALMS EDUCATIONAL CENTER, INC.

BY \_\_\_\_\_

Thomas P. Shea, State Director

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

BY \_\_\_\_\_

Frank Farrell, Chairman of the Board

Date: \_\_\_\_\_