



J. Bruce Bickner  
Attorney for School Board

## SCHOOL DISTRICT OF CLAY COUNTY

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Green Cove Springs, Florida 32043  
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904-278-5100 (for scheduling)  
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July 8, 2014

[REDACTED]  
c/o Beverly Brown, Esquire  
THREE RIVERS LEGAL SERVICES, INC.  
3225 University Blvd. S., Ste. 220  
Jacksonville, Florida 32216

Re: [REDACTED]

Dear [REDACTED] and Ms. Brown:

Terry Roth, the Director of Exceptional Student Education for the Clay County School District has agreed to treat the matter of [REDACTED] (hereinafter "the child") as though he is eligible for a McKay Scholarship. Accordingly, please consider this a letter of commitment to the following terms:

1. In all respects this will be treated as a McKay scholarship.
2. This will be funded only at the matrix level 254 amount.
3. The amount of the funding shall only be decreased or increased when there is a decrease or increase of the funding amount provided for in the 254 matrix.
4. Prior to any disbursement of funds, the mother, [REDACTED] shall provide Terry Roth (or acting ESE Director) proof that the child is enrolled in a private school which meets the definition of "school" sufficient to qualify for McKay funding.
5. Funding shall be paid quarterly by September 1, November 1, February 1, and April 1 of each academic year by check made payable to [REDACTED] as mother and guardian of [REDACTED] and to the school in which [REDACTED] is enrolled.
6. There will be an option for re-evaluation every three years, as with any other McKay Scholarship, or as needed. The mother shall initiate the evaluation process.

[REDACTED]  
c/o Beverly Brown, Esquire  
THREE RIVERS LEGAL SERVICES, INC.

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7. The child shall attend a minimum of 170 actual school days (allowing absences excused per District policy) per year at the school physical location in order to continue to be eligible for payment under this agreement/commitment.

8. The Clay County School District shall not be obligated to provide transportation of the child to school the child or to reimburse the mother for mileage for transporting the child to the school.

9. The child will remain continuously enrolled in a McKay participating provider, allowing for transfers between McKay providers if necessary. If the child dis-enrolls from designated McKay school in Florida, then all payments, and entitlements thereto, shall cease.

10. If the child moves out of state, all payments, and entitlements thereto shall cease.

11. If the child returns to Clay County public schools, all payments and entitlement thereto shall cease.

12. Neither this agreement nor the fact that payments are or have been made shall be admissible at any proceeding to show that Clay County School District agrees to the need for private placement or as an admission that the District cannot provide FAPE.

13. The placement chosen by the parent shall not be considered or asserted by the parties to be the placement required for "stay put" should the issue ever arise.

14. All payments and entitlements thereto shall cease when the child reaches his twenty-second (22<sup>nd</sup>) birthday.

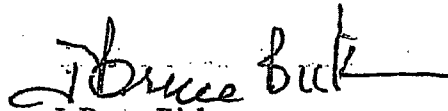
15. The child shall not be eligible for payment under this agreement if said child is receiving a Florida Tax Credit scholarship or is participating in a home education program or is participating in a private tutoring program pursuant to §1002.43, *Florida Statutes*, or is participating in a virtual school, correspondence school or distance learning program that receives state funding unless the participation is limited to no more than two courses per year or is enrolled in the Florida School for the Deaf and the Blind.

[REDACTED]  
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16. Payments under this agreement shall cease in the event that the mother refuses to restrictively endorse the scholarship payment to the appropriate school for deposit into the account of the participating school as required by §1002.39(5)(f), *Florida Statutes*.

By signing below, all parties indicate their agreement with the terms contained in this commitment letter and their commitment to be bound by said terms.

Very truly yours,



J. Bruce Bickner  
Attorney for The School Board of Clay County,  
Florida



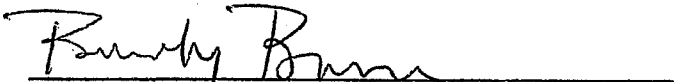
Terry Roth, Director of Exceptional Student  
Education  
School District of Clay County

JBB:sgg

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Agreement and Commitment

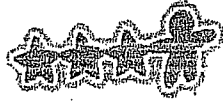
Our signatures below acknowledge that we accept and agree to the above-stated terms contained herein.

  
Beverly Brown, Esquire  
Attorney for [REDACTED]

Dated: 07/14/14

[REDACTED]  
[REDACTED] as mother and guardian of [REDACTED]  
[REDACTED]

Dated: 07/14/14



## little star center

3771 San Jose Place, Suite 22

Jacksonville, FL 32257

Office: 904.928.0112

Fax: 904.647.9489

[www.littlestarjax.com](http://www.littlestarjax.com)

July 23, 2014

To Whom It May Concern:

Please accept this letter as verification that [REDACTED] is officially enrolled at Little Star Center for the 2014-15 school year. His first day of attendance will be August 18, 2014. If you have any questions regarding his enrollment, please do not hesitate to contact me at (904) 928-0112.

Thank you,

Anjelica M. Paulo, B.A.,BCaBA  
Executive Director