

**MULTI-DISTRICT COOPERATIVE AGREEMENT
FOR PROGRAMS FOR
DEAF/HARD OF HEARING**

THIS AGREEMENT, entered into as of the first of July, 2007, by the School Board of Alachua County and the School Board of Levy County, is for the purpose of defining the responsibilities of each as it relates to exceptional students who reside in one county and attend schools in the other, and delineating the conditions under which the agreement shall be executed.

1. The School Board of Alachua County agrees to make available exceptional student education services in the Deaf/Hard of Hearing Program to Levy County students within grade levels PK-5 at Lake Forest Elementary School, Alachua County.

2. The School Board of Levy County and the parents will develop an Individual Education Plan (IEP) for exceptional students to be enrolled in the above-identified program(s) in conjunction with the School Board of Alachua County. As determined by the IEP, those exceptional students in need of elementary school (Pre-K through grade 5) programs included herein may be served by the School Board of Alachua County. Students will be considered from Levy County only if programs, facilities and personnel are available in Alachua County.

3. Deaf/hard of hearing students who have no need for direct services as determined by an IEP team and need only interpreter services will be served in their home districts. In cases where the IEP team determines that the goals and objectives identified on the student's IEP cannot be achieved or are not appropriately provided in the Deaf/Hard of Hearing program at Lake Forest Elementary School, Levy County will be responsible for locating the appropriate program for the student.

4. In providing Deaf/Hard of Hearing Special Education Programs, the School Board of Alachua County shall be responsible for:

- a. Provision and maintenance of adequate and appropriate facilities to house the program(s);

- b. Provision of sufficient certified instructional and qualified non-instructional personnel necessary for a quality program, including teachers, therapists, and a supervisor or coordinator;
 - c. Notification and acquisition of the agreement of the participating district in any decision regarding the assignment of instructional or support staff in excess of the approved staffing ratio of the School Board of Alachua County in order to provide appropriate instruction for a student from the participating district;
 - d. Provision of necessary equipment, materials and supplies for each student for use at Lake Forest Elementary School;
 - e. Provision of dismissal or reevaluation information for students from the School Board of Levy County;
 - f. Provision for the program assignment and program dismissal process in accordance with 6A-6.03411, FAC, for students from the School Board of Levy County;
 - g. Provision of assistive technology and equipment specific to each student, if necessary, up to a maximum of \$500 per student;
 - h. Provision of the billing for Levy County for additional funds or services under the agreement; provided that billing for personnel shall be prorated into two installments which shall be coordinated with state funding calculations based upon FTE calculations 2 and 3.
5. The sending school district, School Board of Levy County, shall be responsible for:
- a. Provision of transportation for those students from its county who are enrolled in the Alachua County Deaf/Hard of Hearing Program. The transportation schedule shall enable students to participate in the total program for at least the minimum number of hours required for the age or grade groups of the students;
 - b. Provision of a paraprofessional on a full-time basis in cases where a student requires assistance of a paraprofessional in order to participate in the school program or for supervision or assistance on the school bus which transports the student(s);
 - c. Provision of the evaluation information and eligibility process conducted in accordance with 6A-6.0331, FAC;

d. Initiating the first Individual Education Plan meeting in accordance with 6A-6.0331(5)(c), FAC, and in conjunction with the staff of the School Board of Alachua County;

e. Assurance of student adherence to the school calendar and hours adopted by the School Board of Alachua County for so long as the student is served by Alachua County;

f. Assurance of payment for provision of assistive technology and equipment specific to each student if necessary in excess of \$500 per student upon receipt of documented additional costs;

g. Payment of \$4000 per student enrolled at Lake Forest Elementary School on an annualized basis in addition to other costs under this contract within thirty (30) days of billing;

h. Provision, at its own expense, for home-use or therapy equipment, aids, or devices, if any, which is specific to an individual student from Levy County;

i. Reimbursement of Alachua County for the cost of interpreters, paraprofessionals or other staff devoted to exclusive services for an individual student from Levy County or the prorated cost thereof upon receipt of appropriate billing.

6. The parties agree that each shall be responsible for legal costs incurred in due process proceedings, to the extent such proceedings pertain to actions or inactions of that party or its employees or agents in the provision of special education or related services.

7. Upon mutual agreement of both parties, this cooperative agreement may be terminated any time. If either party wishes to dissolve the agreement unilaterally, a 30-day notice shall be given in writing to the ESE administrator in the other district. Any termination of this agreement shall not relieve Levy County of reimbursement responsibilities for funds expended by Alachua County for services provided under this agreement.

8. Should disputes arise under this agreement, the designee(s) of the Superintendents of the respective districts shall attempt resolution of the disputes. Should such resolution not be reached, the Superintendents of the respective districts shall attempt to resolve the matter. Should the dispute remain unresolved, this agreement may be terminated under the terms of paragraph 7 above.

THIS AGREEMENT shall take effect July 1, 2007, and continue until June 30, 2008.

This agreement supersedes any previous agreements.

This agreement executed the day and year written below.

THE SCHOOL BOARD OF LEVY COUNTY, FLORIDA

By: _____ Date: _____
Board Chairperson

Attest: _____ Date: _____
Superintendent

THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

By: _____ Date: _____
Virginia S. Childs
Chairperson

Attest: _____ Date: _____
W. Daniel Boyd, Jr., Ed.D
Superintendent

Approved as to form:

James F. Lang
Board Attorney