

**REVISED AND RESTATED MEMORANDUM OF AGREEMENT:
INTER-LOCAL ASSIGNMENT OF STUDENTS WITH DISABILITIES
TO STONER-THOMAS AND LEXINGTON DEVELOPMENTAL CENTER**

This Revised and Restated Memorandum of Agreement (“MOA”) is made pursuant to N.C.G.S. 115C-108.2 by and between the DAVIDSON COUNTY BOARD OF EDUCATION (“DCBOE”), the LEXINGTON CITY BOARD OF EDUCATION (“LCBE”), and the THOMASVILLE CITY BOARD OF EDUCATION (“TCBE”), effective as of July 1, 2020. The participating boards of education intend to assign and, upon such assignment accept, eligible students, as determined by such students’ IEP Teams, to attend Stoner-Thomas School located within the DCBOE district (“Stoner-Thomas”) or Lexington Developmental Center located within the LCBE district (“the Developmental Center”) subject to the terms and conditions in this MOA.

1. TERM

- **Initial Term.** The Term of this Agreement shall be five (5) school years and shall commence on the Effective Date as set forth herein and shall be applicable beginning with the 2020-2021 school year through the end of the 2024-2025 school year.
- **Renewal Terms.** This MOA may be updated and revised as from time to time may be suggested in writing by the participating boards of education no later than July 1 of each current school year. Absent a revision to this MOA, said MOA shall remain in force and effect until amended or terminated by the parties.
- **Intent and Understanding of the Parties.** It is the intent and understanding of the participating boards of education that they mutually benefit from access to the special education programs and resources of Stoner-Thomas and the Developmental Center as placement options for their respective students with disabilities, and that they will renew this MOA for successive Renewal Terms and will preserve the initial terms and conditions of the MOA unless extreme circumstances require that one or more of the boards of education call for an alteration in the MOA’s terms and conditions. In such event, the board of education whose circumstances require the change will communicate with the other participating boards of education in an attempt to negotiate a mutually satisfactory change.

**2. COVENANTS AND AGREEMENTS
GOVERNANCE AND OPERATION OF THE SCHOOLS**

- **Host Districts.** DCBOE agrees to operate and serve as the host district and fiscal agent for Stoner-Thomas in Davidson County, North Carolina and LCBE agrees to operate and serve as the host district and fiscal agent for the Developmental Center in Lexington, North Carolina.
- **Grade Levels and Number of Students.** DCBOE and LCBE intend to serve eligible students of their respective districts and from TCBE’s district ages 3-21 upon placement in Stoner-Thomas or the Developmental Center by such students’ IEP Teams. Preference shall be given for DCBOE’s students’ placement at Stoner-Thomas and LCBE’s students’ placement at the Developmental Center. However, it is understood and agreed that enrollment of non-Host District students will not be unreasonably denied and every effort will be made to accommodate a student from a non-hosting district if the programs and resources of such host district’s school are deemed most appropriate for a student by that student’s IEP Team.
- **Student Classification during Placement.** Beginning with and since the initial operation of Stoner-Thomas and Lexington Developmental Center, the School Systems agreed that students attending Stoner-Thomas and Lexington Developmental Center from a school other than their school system

of domicile would be coded and otherwise classified as “visiting students” and that state test scores, graduation and dropout data of said “visiting students” would be returned to such students’ school system of domicile. The North Carolina Department of Public Instruction has since informed all three school systems that said practice of coding and classifying students attending Stoner-Thomas and Lexington Developmental Center from a school other than their school system of domicile as “visiting students” and the practice of returning state test scores, graduation and dropout of said “visiting students” to their school system of domicile is out of compliance with the reporting requirements of the *Test Coordinators’ Policies and Procedures Handbook* and applicable State Board of Education policies and procedures. In order to address and remedy said alleged noncompliance, the School Systems hereby agree that beginning with the 2020-2021 school year and all subsequent school years, all students placed at either Stoner-Thomas or Lexington Developmental Center shall no longer be coded as or otherwise classified as “visiting students” and that said students shall be fully released from their school system of domicile and shall henceforth be coded and classified as students of the district that corresponds with the school to which they are assigned pursuant to this agreement and that said students’ state test scores, graduation and dropout data shall be reportable and otherwise belonging to the district that corresponds with the school to which they are assigned pursuant to this agreement.

- Finance/Per Pupil Expenditure. Beginning with and since the initial operation of Stoner-Thomas and Lexington Developmental Center, the School Systems agreed that upon placement in Stoner-Thomas or the Lexington Developmental Center by such students’ IEP Team, the district of such student’s domicile would receive all state and federal funding allotments for the child, including but not limited to IDEA, Title I, and Average Daily Membership since such student would then be categorized as “visiting” pursuant to said then existing Agreement. Consistent with the provision above, the School Systems hereby agree that beginning with the 2020-2021 school year and all subsequent school years thereafter, all students placed at either Stoner-Thomas or Lexington Developmental Center shall be fully released from their school system of domicile and shall henceforth be coded and otherwise classified as a student of the district that corresponds with the school to which they are assigned pursuant to this agreement and said district shall be entitled to receive all state and federal funding allotments for the child, including but not limited to IDEA, Title 1, and Average Daily Membership.
- Student Selection and Admission. The primary focus for admissions are students who are deemed eligible for special education services due to a disability as determined by such students’ IEP Team, and whose placement at Stoner-Thomas or the Developmental Center is deemed most appropriate in order to provide such students a free appropriate public education (“FAPE”) and taking into account the least restrictive setting options for such students.
- Transportation. DCBOE shall continue transporting students assigned to Stoner-Thomas to and from Stoner-Thomas. LCBE shall continue transporting students assigned to the Developmental Center to and from the Developmental Center.
- Legal Compliance. All federal, state and local laws applicable to public separate schools will be applicable to the operation of Stoner-Thomas and the Developmental Center, including but not limited to curriculum, compliance with laws and regulations governing education of students with disabilities, provision of textbooks and related materials, provision of health and related services, compliance with federal and state laws governing the privacy of student records, and compliance with state laws governing health and safety of minors and discipline.
- Policies. The faculty, staff and students of Stoner-Thomas and the Developmental Center will be subject to the policies and procedures set by the host district, along with all applicable federal, state and local laws.
- Operation and Governance. Operation and governance of Stoner-Thomas and the Developmental Center will rest with the host district’s board of education and administrative staff as appointed by that board of education.

3. MISCELLANEOUS

- Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the School and supersedes all prior agreements, written or oral, if there be, with respect thereto.
- Waivers. The terms of this Agreement may be waived only by a written instrument that is signed by the party that is making the waiver. A party's delay in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof. Nor shall a party's waiver of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other right, power of privilege.
- Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.
- Governing Law. This Agreement shall be governed and constructed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.
- Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors in interest.
- Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the parties hereto.
- Headings. The headings in this Agreement are for references only and shall not affect the interpretation of this Agreement.
- Severability Provisions. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable on its fact or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this Agreement, shall not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this Agreement.

Entered into by and between Davidson County Board of Education, Lexington City Board of Education, and Thomasville City Board of Education as of the day and year first above written.

DAVIDSON COUNTY BOARD OF EDUCATION

By: _____
Alan Beck, Chair

LEXINGTON CITY BOARD OF EDUCATION

By: _____
Darrick Horton, Chair

THOMASVILLE CITY BOARD OF EDUCATION

By: _____
James Carmichael, Chair