

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

June 28, 2016

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. May 24, 2016, 4:30 p.m. – School Board Workshop
- b. May 24, 2016, 6:00 p.m. – Regular School Board Meeting
- c. May 26, 2016, 1:00 p.m. – Executive Session
- d. June 6, 2016, 10:00 a.m. – School Board Workshop
- e. June 14, 2016, 10:00 a.m. – Special School Board Meeting
- f. June 20, 2016, 10:00 a.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2015-2016 – **SEE PAGE #8**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2016- 2017 – **SEE PAGE #9**

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Agreement Between Cumberland Therapy Services, LLC and Gadsden County School Board - **SEE PAGE #16**

Fund Source: IDEA
Amount: \$61.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- b. The School Board of Gadsden County Contract with Independent Contractor Janice M. Gilchrist – **SEE PAGE #21**

Fund Source: IDEA dollars
Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- c. The School Board of Gadsden County, Contract with Independent Contractor Lanicia Arnwine Marshall – **SEE PAGE #25**

Fund Source: IDEA dollars
Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- d. FSU Multidisciplinary Services 2016-2017 School Year - **SEE PAGE #29**

Fund Source: IDEA Dollars
Amount: \$25,000.00 est.

ACTION REQUESTED: The Superintendent recommends approval.

- e. Contracted Services with The Gadsden County School Board and Britney Desir, Speech Pathologist of Therapeutic Endeavors, LLC – **SEE PAGE #35**

Fund Source: FEFP dollars
Amount: \$58.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- f. Contracted Services with Speech/Language Pathologist Joy Scharein & The Gadsden County School Board – **SEE PAGE #41**

Fund Source: FEFP dollars
Amount: \$50.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- g. Agreement Between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC – **SEE PAGE #47**

Fund Source: FEFP Dollars
Amount: \$58.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- h. Cooperative Agreement for Inter-County Transfer of Exceptional Students Between Leon County School Board and Gadsden County School Board
SEE PAGE #50

Fund Source: State FTE Funds
Amount: (determined by formula)

ACTION REQUESTED: The Superintendent recommends approval.

- i. Amendment/Renewal of FL DOE/Division of Vocational Rehabilitation Contract - **SEE PAGE #56**

Fund Source: FEFP Dollars
Amount: \$62,960.00 (Not to Exceed)

ACTION REQUESTED: The Superintendent recommends approval.

- j. 2016 – 2017 Memorandum of Agreement Between the County Health Department and the Gadsden County School District – **SEE PAGE #81**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- k. Approval of the 2015 – 2017 GCCTA Contract - **SEE PAGE #87**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- l. Exceptional Student Education Policies and Procedures (SP&P)
SEE PAGE #139

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. 90 Day Contract Extension for Various Schools Throughout the District
SEE PAGE #321

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Continue Agreement of Full Service HVAC/Refrigeration Maintenance & Repair Contract for East Gadsden High School – **SEE PAGE #327**

Fund Source: 110
Amount: \$76,924.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Continue Agreement of Full Service HVAC/Refrigeration Maintenance & Repair Contract for West Gadsden High School – **SEE PAGE #330**

Fund Source: 110
Amount: \$59,756.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Continue Agreement with Sonitrol/Redwire – District-Wide
SEE PAGE #333

Fund Source: 379
Amount: \$50,916.84 – Sonitrol
\$6,303.96 – Redwire

ACTION REQUESTED: The Superintendent recommends approval.

- e. Continue Agreement with McCall Service for Pest Control – District-Wide –
SEE PAGE #347

Fund Source: 110
Amount: \$22,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- f. Continue Grounds Maintenance Agreement with A&J's Lawn Care (Group #3) - **SEE PAGE #356**

Fund Source: 110
Amount: \$950.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- g. Continue Grounds Maintenance Agreement with A&J's Lawn Care (Group #5) – **SEE PAGE #358**

Fund Source: 110
Amount: \$700.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- h. Continue Grounds Maintenance Agreement with A&J's Lawn Care (Group #1) – **SEE PAGE #360**

Fund Source: 110

Amount: \$700.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- i. Continue Grounds Maintenance Agreement with Complete Yard Service (Group #2) – **SEE PAGE #362**

Fund Source: 110

Amount: \$725.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- j. Continue Grounds Maintenance Agreement with Complete Yard Service (Group #4) – **SEE PAGE #363**

Fund Source: 110

Amount: \$675.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- k. Continue Grounds Maintenance Agreement with Mike Bryant Lawn Care for the Max D. Walker Building Complex – **SEE PAGE #364**

Fund Source: 110

Amount: \$500.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

- l. Continue Grounds Maintenance Agreement with Val's Lawn Care (Group #6) **SEE PAGE #366**

Fund Source: 110

Amount: \$1,950.00 (monthly)

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL / MISCELLANEOUS

- a. 2016 – 2017 District Assessment Calendar - **SEE PAGE #368**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Medical Physicals 2016 – 2017 – **SEE PAGE #380**

Fund Source: 110

Amount: \$7,500.00

ACTION REQUESTED: The Superintendent recommends approval.

10. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Request to Advertise – Notice of Intent to Amend a Policy - **SEE PAGE #383**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. FACILITIES UPDATE

12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

13. SCHOOL BOARD REQUESTS AND CONCERNS

14. ADJOURNMENT

The School Board of Gadsden County



"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

June 28, 2016

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

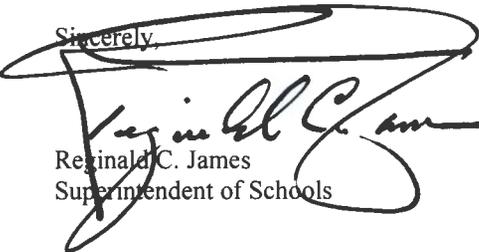
I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2015/2016
Item 6B Instructional and Non-Instructional Personnel 2016/2017

The following reflects the total number of full-time employees in this school district for the 2015/2016 school term, as of June 28, 2016.

| <u>Description Per DOE Classification</u> | <u>DOE Object#</u> | <u>#Employees June 2016</u> |
|---|--------------------|-----------------------------|
| Classroom Teachers and Other Certified | 120 & 130 | 367.00 |
| Administrators | 110 | 50.00 |
| Non-Instructional | 150, 160, & 170 | <u>367.00</u> |
| | | 784.00 |

Sincerely,


Reginald C. James
Superintendent of Schools

DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Roger P. Milton
DISTRICT NO. 5
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2015/2016

INSTRUCTIONAL

| <u>Annual</u> | <u>Location</u> | <u>Position</u> | <u>Effective Date</u> |
|----------------------|------------------------|----------------------------|------------------------------|
| Randolph, Niara | ESE | Homebound/Hospital Teacher | 05/16/2016 |
| Willis, Bonita | ESE | Teacher | 05/16/2016 |

REQUEST FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT

RESIGNATIONS

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>Effective Date</u> |
|-----------------------|------------------------|------------------------|------------------------------|
| Calano, Michelle | GEMS | Teacher | 06/07/2016 |
| Castillo, Ixtah | WGHS | Teacher | 06/14/2016 |
| Cineus, Shunteen | GWM | Teacher | 06/14/2016 |
| Dean, Thomas | GEMS | Teacher | 06/07/2016 |
| Galloway, Tiresia | JASMS | Teacher | 06/07/2016 |
| Garcia, Ana | District | Program Specialist | 05/18/2016 |
| Jordan, Shana | HMS | Teacher | 06/07/2016 |
| Lewis, Miranda | SSES | Teacher | 06/07/2016 |
| Matos, Josue | GBES | Teacher | 06/21/2016 |
| Miles, Lorian | JASMS | Teacher | 06/24/2016 |
| Parker, Katie | HMS | Teacher | 06/07/2016 |
| Pierre-Ross, Germaine | GEMS | Teacher | 06/07/2016 |
| Powell, Yvonne | EGHS | Teacher | 06/07/2016 |
| Redding, Sylvia | SSES | Teacher | 06/09/2016 |
| Reese, Allison | GWM | Teacher | 06/16/2016 |
| Reynolds, Erica | SSES | Teacher | 06/16/2016 |
| Shaffer, Deborah* | JASMS | Teacher | 06/14/2016 |
| Sailor, Barbara* | SSES | Ed. Paraprofessional | 06/16/2016 |
| Shaw, Marvin | CPA | SFS Worker | 06/03/2016 |
| Vazquez, Jessica | GBES | Ed. Paraprofessional | 06/07/2016 |
| Viel, Julie | GWM | Teacher | 06/14/2016 |
| Wiley, Hazel | GWM | Teacher | 06/07/2016 |
| Wood, Zachery | SSES | Teacher | 06/07/2016 |

*Resigned to accept another position within the district

TRANSFERS

| <u>Name</u> | <u>Location/Position Transferring From</u> | <u>Location/Position Transferring To</u> | <u>Effective Date</u> |
|--------------------|---|---|------------------------------|
| Jones, Tisa | JASMS/Asst. Principal | GWM/Asst. Principal | 06/07/2016 |
| Riggins, Sandra | WGHS/Asst. Principal | EGHS/Asst. Principal | 06/07/2016 |

RETIREMENTS

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>Effective Date</u> |
|--------------------|------------------------|----------------------------|------------------------------|
| Black, Edwin | Transportation | Bus Driver | 06/30/2016 |
| Edwards, Vernita | Transportation | Bus Aide | 06/30/2016 |
| Gilbert, Carolyn | Transportation | Bus Aide | 06/02/2016 |
| Henry, Avonnette | Transportation | Bus Aide | 06/30/2016 |
| Hughes, Ida | GRES | Secretary | 06/28/2016 |
| Hutley, Terry | JASMS | Education Paraprofessional | 06/30/2016 |
| Spivey, Suzanne | Head Start/PreK | Resource Teacher | 06/30/2016 |

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2016/2017

NON-INSTRUCTIONAL

| <u>Annual</u> | <u>Location</u> | <u>Position</u> | <u>Effective Date</u> |
|----------------------|------------------------|------------------------|------------------------------|
| Baxter, Lakacha | GWM | Ed. Paraprofessional | 08/08/2016 |
| Grant, Myra | CPA | Assistant Principal | 08/01/2016 |
| Robinson, Crystal | Finance | Account Clerk II | 07/01/2016 |
| Sawyer, Artranise | HMS | Assistant Principal | 08/01/2016 |
| Shaffer, Debra | EGSH | Assistant Principal | 08/01/2016 |

REQUEST FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT

| <u>TRANSFERS</u> | <u>Location/Position</u> | <u>Location/Position</u> | <u>Effective Date</u> |
|-------------------------|---------------------------------|---------------------------------|------------------------------|
| <u>Name</u> | <u>Transferring From</u> | <u>Transferring To</u> | |
| Formman, Keyshonara | CES/Teacher | HMS/Teacher | 08/08/2016 |
| Kirkland, Naketaha | WGHS/Teacher | CPA/Teacher | 08/08/2016 |
| Knight, Shirley | GRES/Teacher | GBES/Teacher | 08/08/2016 |
| Sailor, Jasmine | WGHS/Teacher | CPA/Teacher | 08/08/2016 |
| Thomas, Sheena | SJES/Teacher | GWM/Teacher | 08/08/2016 |

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2016/2017

District Personnel

Administration

Akins, Zola
Brown, Germaine
Bulger, Evonski
Clary, Curlie
Davis, Allysun
Denson, Valencia
Dixon, Abbye
Dowdell, Keith
Ellis, Juanita
Franklin, Michael
Frazier-Lee-Larhonda
Gaines, Rebecca
Jackson, Delshuana
Jackson, Sonya
Jones, Pamela
Jones, Tisa
Mills, James
Pace, Joseph
Peterson, Ronald
Pitts, Stephen
Riggins, Sandra
Robinson, Lisa
Stokes, Maurice
Wells, Carla

Location

Greensboro Elementary School
George W. Munroe Elementary
Gadsden Technical Institute
Stewart Street Elementary
Gadsden Elementary Magnet
Chattahoochee Elementary School
St. John Elementary School
Carter-Parramore Academy
James A. Shanks Middle School
Gretna Elementary School
Gadsden Central Academy
George W. Munroe Elementary
Havana Magnet School
East Gadsden High School
East Gadsden High School
George W. Munroe Elementary
West Gadsden High School
West Gadsden High School
James A. Shanks Middle
Greensboro Elementary School
East Gadsden High School
Stewart Street Elementary School
St. John Elementary School
Gretna Elementary School

Position

Assistant Principal
Assistant Principal
Assistant Principal
Assistant Principal
Principal
Principal
Assistant Principal
Principal
Principal
Principal
Principal
Principal
Assistant Principal
Assistant Principal
Principal
Assistant Principal
Assistant Principal
Principal
Assistant Principal
Principal
Principal
Assistant Principal

**INSTRUCTIONAL
PROFESSIONAL SERVICE**

Austin, Travetria
Clarke, Jonnie
Francis, Carolyn
Kirkland, Earnest

INSTRUCTIONAL
ANNUAL SERVICE

Adams, Franquia
Adeyemi, Oluwatosin
Akers, Bridget
Alford, Christopher
Ali, Rosita
Allen, Anita
Allen, Raymond
Ancion, Josemane
Anglin, Kelly
Arrieta, Ana
Arroyo, Shontavianna
Auchter, Lauren
Bailey, Latrisa
Baker, Chloe
Baker, Sharita
Battles, Linda
Black, O'Hara
Bradwell, James
Burns, Richard
Bush, Randolph
Chambers, Breshaun
Chandler, Tamaria
Chavez, Paulette
Christopher, Jeffery
Clark, Angie
Clarke, Bruce
Coley, Demetrius
Collins, Rosalyn
Conyers, Andrika
Copeland, Allen
Cotton, Talia
Critelli, Susan
Dallas, Katherine
Davis, Alaina
Davis, Alma
Davis, Annamaria
Davis, Javad
Davis, Latheria
Davis, Terrance
Davis, Vincent
Dawson, Lydia
Demartni, Claudia
Dickey, Shelia
Domingos, Claretta
Dortch, Prudence
Dudley, Karema
Falconer, Jerome
Farmer, Claudette
Formman, Keyshonara
Foxy-Smith, Yolanda

Franzier, Sanura
Gardner, Grace
Gee, Wendy
Germany, Christopher
Gonzalez, Charlotte
Gordon, Shakilla
Grant, Kimberly
Griffin, Ashley
Grimsley, Alesia
Hanley, Zonnelle
Harrington, Darren
Harris, Abria
Heath, Lindsey
Henderson, Stacy
Henry, Clara
Henson, Edna
Herzog, John
Hewitt, Traci
Hinson, Ruth
Hodgen, Courtney
Holt, Jamaal
Holton, Amelia
House, Ira
Howard, Abdul
Hudec, Evelyn
Hughes, Katanga
Ivery, Cherkieza
Jackson, Felicia
Jackson, Tameshia
James, Alexander
James, Tricia
Jessie, Kendra
Johnson, Haston
Jones, Mariah
Kauffman, Megan
Kimbrell, Cynthia
King, Courtney
Kunkler, Patricia
Knight, Shirley
Kraut, Lisa
Kyllonen, Elizabeth
Lewis, Jari
Lightfoot, Erica
Lightfoot, Jermaine
Logan, June
Luckey, Anthony
Malone, Renita
Manley, Stacey
Manion, Buford
Marc, Eudolph

Marquis, Sheribeth
Mason, Brenda
Matos, Gloria
McDaniel, Michael
McLendon, Ashley
McMillan, Sandra
McMillian, Angel
McNeal, Kimberly
Mills, Pamela
Milton, Dierra
Mims, Harrison
Mitchell, Lakisha
Moody, Cheryl
Murphy, Sallie
Murray, Wanda
Nelson, Megan
Nelson, Rena
Nogowski, John
O'Bryan, Katie
Peoples, Latanja
Peoples, Twyla
Perkins, Sophia
Perry, Emily
Pinkston, Josief
Potter, Bridget
Powell, Mariana
Pratt, Michael
Pruitt, Shonda
Rambock, Peggy
Randolph, Niara
Read, Angela
Richardson, Natasha
Robinson, Dominga
Robinson, Laquitta
Rora, Dominique
Rumph, Tameka
Sailor, Jasmine
Sewell, Elizabeth
Scales, Ricardo
Shaw, Tammy
Sheals, Maurice
Shingles, Christian
Simmons, Koshonda
Simmons, Venetta
Slinker, Judith
Starks, Tammy
Stephens, Douglas
Thomas, Byron
Thomas, Tarrie
Thommen, John

Thompson, Mark
Thompson, Tiffany
Tooks, Gari
Trotter, Trinika
Toussaint, Eric
Trimmings, Justina
Tshabe, Crystal
Washington, Leslie
West-Chestnut, Carmisha
Whiting, Veronica
Wiggins, Cleanita
Wiggins, Mellany
Williams, Courtney
Williams, Justina
Williams, Ronnie
Williams, Sarah
Williams, Sheila
Willis, Bonita
Wilson, Britannca
Wilson, Sandra
Wilson-Lewis, Sonja
Wimes, Adrienne
Wims, Marlana
Wynn, Ja'Nay
York, Clarissa

JROTC

Diaz, Jose
Martinez, Joseph

GTI

Drake, Doris
Lee, Emma

Behavior Specialists

Bryant, Phillip
Cunningham, Reginald
Dantzer, Heath
Estelle, Randall
Frost, Diane
Fuller, Corey
Griffin, Edgar
Hutley, Sherika
James, Anthony
Jones, Shalandria
Kelly, Kareema
Moten, Andrew
Ray, Michael
Riggins, Vann
Striplin, Joseph
White, Burnell
Young, Donny

**NON-INSTRUCTIONAL
PERMANENT STATUS**

Secretaries

Lanier, Kathleen
Lewis-Safford, Debra
Stauffer, Tomme

PreK Program Assistants

Bridges, Joan
Fields, Barbara
Gammon, Julia
Pete-Brown, Shannon

ESE Self Help Assistant

Jackson, Patricia

Paraprofessional

Akins, Tisher
Battles, Joanne
Beavers, Martha
Brinson, William
Bouie, Veronica
Childress, Melinda
Clove, Hazel
Davis, Sharon
Dixon, Betty
Donaldson, Nekitrae
Faison, Evelyn
Fields, Dorothy
Fields, Delores
Fields, Sandra
Harrison, Noah
Herring, Cynthia
Kenon, Cynthia
Kincy, Carol
McSwain, Gloria
Munroe, Sonja
Pace, Josephine
Poythres, Carolyn
Pringley, Giselda
Quintero, Delores
Russ, Lesa
Sanders, Valorie
Thompson, Felicia
Tsigbey, Jennifer
Williams, Gloria
Williams, Thahaya
Wright, Shandra
Wynn, Vira
Young, Maria

Custodians

Betsey, Antwan
Copeland, Bridget
Hatten, Henry
Johnson, William
Jones, Marion
Jones, Marshall
Kirkland, Juan
Lee, Willie
McCall, Isaac
Miller, Raymond
Oliver, Clifford
Pete, John
Robinson, Lamar
Seymore, David
White, Danny
Wimbush, Rondal

Custodial Asst.

Alexander, Estelle
Brown, Willie
Evans, Kysha
Favors, John
Glover, Mattie
Gordon, Stenet
Hobbs, Carolyn
Kenon, Geraldine
Knight, Latheria
Lee, Katherine
Lynn, Faye
McCall, Barbara
McCloud, Estella
Mitchell, Alice
Monroe, Lisa
Reed, Willie
Smith, Ronnie
Smith, Rosetta
Walker, Cedric
Williams, Sharon
Winbush, Latoya

Maintenance

Cox, David
Harris, Terry
McIntyre, Harold
Pride, Michael
Smith, Shannon
Smith, William
Tyus, James
Yon, Dennis

Transportation

Lewis, Rogers
Moore, H. Gerard
Rodriguez, Carlos
Taylor, Jimmy

SFS Workers

Brinkley, Patricia
Brown, Betty
Carroll, April
Cogman, Hattie
Coster, Earnestine
Denson, Ruby
Deshazier, Toby
Garrett, Dianna
Golden, Helen
Hartsfield, Diane
Jones, Morhonda
Jones, Martha
Jordan, Melissa
Kenon, Jennie
Mitchell, Jennifer
Reglin, Earnestine
Roberts, Carolyn
Robinson, Damaro
Spears, Mary
Starling, Betty
Thigpen, Dexter
Williams, Pamela

Bus Aides

Harris, Darlene
Jackson, Rosemary
Jackson, Sharon
Jessie, Cassandra
Lee, Betty
Lightfoot, Lessie
Miller, Mary
Robinson, Kenneth
Scott, Hope
Wilson, Renesia

Bus Drivers

Akery, Jennifer
Austin Tony
Bostick, Amos
Brewington, Earnestine
Brown, Linzell
Butler, Linda
Coster, Linda
Fluker, Stephanie
Gavin-Brown, Dorothy
Goldwire, Cynthia
Goldwire, Lalisia
Herring, Julia
Holloman, Sharon
Huggins, Terryal
Jackson, Amy
Jones, Regina
Kenon, David
Lanier, Tron
Lewis, Shelia
Mabry, Velyetta
Maynor, Charlie
McCray, Wanzella
McNealy, Nathaniel
Milton, Dorothy
Moore, Johnny
Paul, Charleston
Ross-Thomas, Martha
Shaw, Jacqueline
Woods, Lucy

**NON-INSTRUCTIONAL
ANNUAL STATUS**

Office Managers, Secretaries,

Clerical

Bradwell, Gwendolyn
Bryant, Cametra
Bryant, Edna
Bradwell-Conyers, Maggie
Burke, Keyichee
Clark, Clarine
Elias, Irene
Enzor, Blondell
Frison, Lauren
Green, Floria
Hall, Brenda
Harrell, Frances
Hobley, Shawnda
James, Felicia
Lanier, Mary
McNeil, Tinika
McWhite, Alexis
Perkins, Lakysa
Portillo, Myrna
Rittman-Jackson, Debra
Robinson, Demetrice
Salias, Lorraine
Shaw-Hall, Laticia
Spates, Carla
Stokes, Demetrius
Thurman, Tamika
Thomas, Towanda
Walker, Calandra
Woods, Shalinda

Part-time

Smith, Linda

PreK

Popoca, Patricia
Austin, Jimmie
Gainous, Sharon
Hall, Laurie
Jackson, Christa
Jones, Curtis
McMillan, Tarwin
Turrall, Linda
Washington, Alex
Washington, Ruby
Williams, Mary
York, Jocelin

Paraprofessionals

Basford, Marilyn
Bouie, Veronica
Bradley, Kathy
Brown, Frances
Brown, Vernita
Carroll, Alonza
Carter, Arlene
Chambers, Larhonda
Demous, Hattie
Emanuel, Eurka
Esland, Sharonda
Ford, Nedra
Gilcrease, Dana
Hall, Shyndell
Harris, Gekettia
Henderson, Melvin
Hightower, Richard
Lamb, McKenzie
McClendon, Marilyn
Mitchell, Antenette
Moore, Michelle
Paz, Xochitl
Pringley, Brandi
Quintanilla, Ernesto
Robinson, Allen
Rush, Geraldine
Safford, Judson
Smith, Stephanie
Thomas, Carla
Walker, Kyshada
Warren, Tia
Wright, Mary
Wright, Shanda

ESE Self Help Asst.

Dilworth, Laquanda
Newsome, Chastine

Custodians

Hobbs, James
McGriff, Linda

Custodial Assistants

Alls, Billy
Brown, Eugene
Brown, Hazel
Dixon, Anthony
Eggleton, Alfred
Gamble, Wendell
Green, Priscilla
Hayes, Charles

James, Bobby
March, Kelvin
Murray, Eddie
Pearson, Betty
Radford, Gloria
Sanders, Sylvia
Simmons, Michael
Smith, Edrick
Stevens, Derrick
West, Dwight
Williams, Mary
Wilson, Reginald

Bus Drivers

Barkley, Jessie
Card, Stanley
Causey, Brenda
Cole, Jermaine
Draper, Terrence
Dudley, Zack
Edwards, Mary Ann
Green, Charles
Holloman, Attaway
Jones, Marlon
Knight, Devonta
Mitchell, Jerome
Moore, Jacqueline
Myrick, Michael
Perkins, Judith
Sconiers, Kenneth
Starks, Edwin
Turner, Pierre
Walker, Anthony
Woods, Sandra
Wright, King

Bus Aides

Brundidge, Tommie
Green, Adrian
Ivey, Arthur
Jackson-Clark, Priscilla
Jones, Trina
Kenon-Carter, Francelyn
Lewis, Louise
Monroe, Chenell
Scott, Pamela
Wilson, Gwendolyn
Wright, Debra

SFS Managers

Alday, Deborah
Brinkley, Patricia
Brown, Debra
Butler, Regina
Chavers, Lisa
Chestnut, Adrienna
Fitzgerald, Brenda
Fleming, Linda
Hurchins, Felix
Jackson, Renisha
Pugh, Chrishaunda
Smith, Machel
Youmas, Joann

SFS Workers

Baker, Patricia
Baker, Romeko
Bittle, Yvette
Campbell, Justa
Chestnut, Shakina
Donald, Irene
Eggleton, Alfred
Evans, Maxine
Francis, Keyshonda
Frierson, Annell
Jackson, Derrick
Jackson, English
Jackson, Laterica
Johnson, Bennie
Kenon, Jennie
McMillan, Christine
Milton, Carolyn
Parker, Markeith
Roberts, Sharon
Rolax, Veronica
Rittman, Jermaine
Scurry, Debra
Smith, Emma
Wynn, Cedric
York, Ajene

Transportation

Dorsey, James
Fields, Ritchard
Gleaton, Sandra
Rutten, Mary

GTI

Dupont, Natalie
Flowers, Tatia
Nesmith, Kimblin

Program Specialist

Hall, Delwyn

Maintenance

Burdick, Johnnie
Lewis, Kimmie
Peters, John
Riley, Johnny
Roberts, Angela
Sherman, Ricky
Smith, Barbara

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: June 28, 2016

TITLE OF AGENDA ITEM: Agreement between Cumberland Therapy Services, LLC, and Gadsden County School Board

DIVISION: **EXCEPTIONAL STUDENT EDUCATION**

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide psychological services (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: **IDEA**

AMOUNT: \$61.00 per hour

PREPARED BY: **Sharon B. Thomas** *SBT*

POSITION: **Director of Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: *Heath R. Francis*

AGREEMENT

This Agreement is made and entered by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC, 3701 North Ravenswood, Suite 248, Chicago, IL 60613, hereinafter referred to as "Contractor" and Gadsden County School District, 35 Martin Luther King Jr Blvd, Quincy, FL 32351 hereinafter referred to as "School District." It is hereby agreed as follows:

FEES: Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

School Psychologist **\$61.00 per hour**

School District agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of 40.00 hours per week; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked above 40 hours per week will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

MILEAGE: Mileage between schools will NOT be considered billable.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet and verified and authorized for invoicing by the signature of the specific individual authorized by School District to verify and sign Contractor's time sheets.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing

under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on 06/30/2017 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

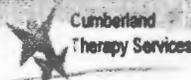
To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Therapy Brands You Can Count On.....



MY THERAPY COMPANY

Pathways to Speech

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Illinois. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Chicago, Illinois. Both parties hereby consent to the jurisdiction and venue of such courts.

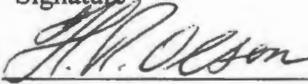
GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

Signed for Contractor:

Signed for School District:

Signature



Signature

Name

Halyna R. Olsen

Name

Title

Associate Director

Title

Date

06/22/2016

Date

Cumberland Therapy Services, LLC

3701 North Ravenswood, Suite 248

Chicago, IL 60613

Phone: (800) 337-5965

Gadsden County School District

35 Martin Luther Jr. Blvd

Quincy, FL 32351

Phone: (212)645-5005

Therapy Brands You Can Count On.....

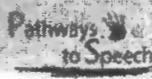


EXHIBIT A:
ASSIGNMENT INFORMATION FORM

To be completed and submitted with Agreement

| | | | |
|--|--------------|----------|--------|
| Facility Name: | | | |
| A/P Contact Name and Title: | | | |
| A/P Mailing Address: | Address 1: . | | |
| | Address 2: . | | |
| | City: . | State: . | Zip: . |
| A/P Email Address <i>(note: all invoices will be emailed, unless instructed below):</i> | | | |
| A/P Phone Number: | | | |
| A/P Fax Number: | | | |

| | |
|-------------------------------|--|
| Special Billing Instructions: | |
|-------------------------------|--|

Therapy Brands You Can Count On



MY THERAPY COMPANY



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

Date of School Board Meeting: JUNE 28, 2016

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary School/Havana Magnet School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars
AMOUNT: \$45.00 (per hour for actual hours worked)
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3
CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper .

summary.for
revised 0591

Proof read by: *Kealan R Francis*

Gadsden County School District
Exceptional Student Education
Contract with Independent Contractor
2016-2017 Fiscal Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 28rd day of June, 2016 by and between The Gadsden County School Board, a Florida corporation organized and existing under the law of the State of Florida, with its principal place of business at 35 Martin Luther King Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Janice M. Gilchriest of Midway, County of Gadsden, State of Florida herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Janice M. Gilchriest: Clinical Psychological Services.
2. Janice M. Gilchriest agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

RESPONSIBILITY OF CONTRACTOR

The contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida. And that are approved by the Director of Exceptional Student Education. The contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. Janice M. Gilchriest shall provide the following services: **A.** Counseling **B.** Class wide behavioral plans **C.** Individual behavioral modification plans **D.** Consultation for clinical and/or behavioral modification plans **E.** Clinical observations for Response to Intervention **F.** Target group sessions **G.** Collaboration with student Study Team **H.** Participation with the Multi-tiered Systems of Support /Response to Intervention/Problem-Solving teams to suggest and/or provide interventions to students. You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

STATUS OF THE CONTRACTOR

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

DESIGNATED WORK AREA

The School Board will provide adequate space and materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

TIME ALLOTMENT FOR AGREED DUTIES

The Contractor will provide services for 5 days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services.

PAYMENT ARRANGMENT

The School Board will pay Janice M. Gilchriest for all work performed by contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). I will provide you a statement itemizing all services rendered and the balance owed, each time a payment is due.

Payment shall be made by the Board within (30) calendar days after statements for professional services are received. Such statements shall be presented monthly.

PAYMENT OF TAXES AND ASSESMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Janice M. Gilchriest shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect contractor and any individual employed by contractor in providing services under this contract. All other assumptions are thereupon understood to be in the care and authority of the Board.

CONFIDENTIALITY

Inasmuch as the contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval of the Director of Exceptional Student Education.

DURATION AND TERMINATION

The parties hereto contemplate that this contract will run for one (1) fiscal school year from July 1, 2016 to June 30, 2017. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

AMENDMENTS

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Janice M. Gilchrist

Date

Sharon B. Thomas, Director
Exceptional Student Education

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____

ATTEST: _____
Reginald C. James Superintendent

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected and the basis for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Lancia Arnwine Marshall

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary/ George Munroe Elementary School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars
AMOUNT: \$45.00 (per hour for actual hours worked)
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3
CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Ruben R. Francis*

Gadsden County School District
Exceptional Student Education
Contract with Independent Contractor
2016-2017 Fiscal Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 28th day of June, 2016 by and between The Gadsden County School Board, a Florida corporation organized and existing under the law of the State of Florida, with its principal place of business at 35 Martin Luther King Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the "Board", and Lancia Arnwine Marshall, LMHC, Ed.S., CAP, RPT-S, County of Leon, State of Florida, herein referred to as "Contractor".

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Lancia Arnwine Marshall, LMHC: Clinical Psychological Services.
2. Lancia Arnwine Marshall, LMHC agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

RESPONSIBILITY OF CONTRACTOR

The Contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed Mental Health Counselor in the State of Florida, and that are approved by the Director of Exceptional Student Education. The Contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. The Contractor shall provide the following services: **A.** Counseling **B.** Class wide behavioral plans **C.** Individual behavioral modification plans **D.** Consultation for clinical and/or behavioral modification plans **E.** Clinical observations for Response to Intervention **F.** Target group sessions **G.** Data Collection and Collaboration with student Study Team **H.** Participation with the Multi-tiered Systems of Support /Response to Intervention/Problem-Solving teams to suggest and/or provide interventions to students **I.** Provide therapeutic services to Individual Students and their Families **J.** Utilize therapeutic techniques to address behavioral issues, PTSD, Trauma, Parenting and other issues causing a delay in mental health.

STATUS OF THE CONTRACTOR

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

DESIGNATED WORK AREA

The School Board will provide adequate space, materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

TIME ALLOTMENT FOR AGREED DUTIES

The Contractor will provide services for three (3) days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the Contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, and crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services.

PAYMENT ARRANGMENT

The School Board will pay Contractor for all work performed by Contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Contractor will provide to the Board a statement itemizing all services rendered and the balance owed, each time a payment is due.

Payment shall be made by the Board within (30) calendar days after statements for professional services are received. Such statements shall be presented monthly.

PAYMENT OF TAXES AND ASSESMENTS

This Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Contractor shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The Contractor agrees to maintain, at Contractor's expense, workers compensation insurance and liability insurance, as required by law, to fully protect Contractor and any individual employed by contractor in providing services under this contract.

CONFIDENTIALITY

Inasmuch as the Contractor will acquire or have access to information which is highly confidential, it is expected that Contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval of the Director of Exceptional Student Education.

DURATION AND TERMINATION

The parties hereto contemplate that this contract will run from July 1, 2016 to June 30, 2017. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

AMENDMENTS

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Lancia Arnwine Marshall, LMHC

Date

**Sharon B. Thomas, Director
Exceptional Student Education**

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____

ATTEST: _____
Reginald C. James Superintendent

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected and the basis for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA
AGENDA ITEM NO. 7d

Date of School Board Meeting: June 28, 2016

AGENDA ITEM: FSU MULTIDISCIPLINARY SERVICES 2016-2017 SCHOOL YEAR

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

The contractual agreement between FSU and Gadsden School District provides for evaluation, follow-up, and intervention services beyond what the district provides. The center agrees to evaluate referred students, provide follow-up services and interventions. The district will make the appropriate referrals, assist with transportation when necessary, and reimburse for copying when appropriate. Counseling services will be provided to students at EGHS one day a week.

FUND SOURCE: IDEA DOLLARS
AMOUNT: \$25,000.00 est.
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3 & 5

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

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revised 0591

Proof read by: *Reuben R. Francis*



FLORIDA STATE UNIVERSITY

Louise R. Goldhagen Multidisciplinary Evaluation and Consulting Center
715 West Gaines Street • P.O. Box 3061603
Tallahassee, Florida • 32306-1603
850-644-2222 • 850-644-6591 (FAX) • <http://mdc.fsu.edu/>

COOPERATIVE SERVICE AGREEMENT BETWEEN THE FLORIDA STATE UNIVERSITY AND GADSDEN COUNTY SCHOOL DISTRICT

This Agreement between the Louise R. Goldhagen Multidisciplinary Evaluation and Consulting Center of the Florida State University and the Gadsden County School District sets forth services to be provided to the District and the responsibilities of the University and the District for the purposes of the Agreement. The Louise R. Goldhagen Multidisciplinary Evaluation and Consulting Center of the Florida State University will hereinafter be referred to as the “MDC” and the Gadsden County School District will hereinafter be referred to as the “District.”

The District will be provided an allocation of 200 service hours to be devoted to diagnostic and consultation services. Each full evaluation will utilize 20 service hours, each partial evaluation will utilize 10 service hours, and consultation services will be calculated at actual clock hours.

The District will identify children to be referred to the MDC. Referrals should be for children served by the District from pre-school through grade 12. These children may be Exceptional Student Education students whom the District identifies as not adequately evaluated through District evaluation procedures or students in regular classrooms who are experiencing severe learning and/or behavioral problems. The referral system existing in the District will be utilized by the MDC, or the MDC's referral forms may be used. Allocated service hours not utilized in the District may be made available to other participating Districts after February 1, 2017.

The MDC will be under the direction of Anne Selvey, Ph.D. and she will have responsibility for planning and implementation of the program with the MDC professional staff.

The MDC will not use or disclose any information concerning the recipient of services under this Agreement for any purpose except with written consent of the recipient's responsible parent or guardian as authorized by law, and the MDC agrees to comply with all applicable laws and regulations concerning confidentiality of student's records.

Any MDC personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.

1. The MDC agrees to provide professional services in the following areas:
 - The MDC agrees to maintain a diagnostic clinic to provide evaluation services to identified children experiencing complex learning and/or behavioral problems and to recommend alternative teaching strategies and/or behavioral intervention techniques based on the diagnostic evaluations.
 - The MDC agrees to provide a written report of each multidisciplinary evaluation to the parent or legal guardian and to those staff members designated by the District for receipt of such reports, and to appropriate individuals or agencies requested, in writing, by the parent or legal guardian.
 - The MDC agrees to provide written and verbal recommendations for teachers and to parents.
 - The MDC agrees to provide inservice education for teachers in participating school districts, when specifically requested by the District.
 - The MDC agrees to participate in case conferences with school personnel at the student's school(s).

2. The District agrees to provide for Gadsden County students referred to the MDC the following:
 - The District will make school records for each referral available for perusal by MDC staff within the setting of the local school.
 - The District will provide, for each referral, copies of evaluation reports completed by District personnel or through District contacts with other agencies, at no charge to the MDC and with appropriate permission of the student's parent or legal guardian.
 - The District will provide transportation to and from the FSU campus for individual students referred to the MDC when the student's parents are unable to provide transportation.

**AGREEMENT BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA AND THE FLORIDA STATE UNIVERSITY
MULTIDISCIPLINARY CENTER**

This agreement by and between the School Board of Gadsden County, hereinafter referred to as the District, and the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the FSU Multidisciplinary Center, hereinafter referred to as the Center, is for the purpose of securing counseling services.

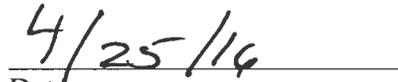
1. The term of the agreement is July 1, 2016 through June 30, 2017.
2. The rate for service is \$400 per day (8:00am-3:00pm). Rates include direct service to students, consultation with school personnel and parents as needed, participation in meetings and staffings, cost of materials and supplies, and costs of travel.
3. The District shall pay the Center bi-monthly based upon the Center's invoices accompanied by logs of services.
4. The Center shall be responsible for the following:
 - Individual and group counseling for students identified by the Gadsden County School District, in schools mutually agreed upon, for the academic year 2015-2016.
 - Consultation with teachers and other school personnel in regard to students referred for counseling.
 - A treatment summary for each student served upon completion of service.
 - Licensed/certified supervision for the counselors.
5. The District shall be responsible for the following:
 - Obtain parental permission for each student referred for counseling.
 - Provide a regular meeting location that is relatively free of outside noise and distractions.
6. The District will have access to counseling records that are directly pertinent to this agreement, as allowed by law. The parties agree to coordinate the access to counseling records in accordance with law and regulation.
7. The Center agrees to maintain all records for a period of at least three years following termination of this agreement.
8. The Center agrees that it complies with applicable provisions of the Civil Rights Act and Section 504 Requirements governing agreements of this nature.

9. Any Center personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.
10. Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in Florida Department of Natural Resources v. Garcia, 753 So.2d 72, 77-78 (Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes. In the event of litigation each party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.

The parties affix their signatures below to covenant to the terms above.



Anne Selvey, Director
FSU Multidisciplinary Center



Date



James J. Clark, Dean
College of Social Work



Date

Superintendent
Gadsden County Schools

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Contracted Services with The Gadsden County School Board and Britney Desir, Speech Pathologist of Therapeutic Endeavors, LLC,

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :

(Type and Double Space)

The contract will provide Speech/Language services to Exceptional Students at Chattahoochee Elementary/ Midway PreK and other schools (as designated by the Director of Exceptional Student Education). This Therapist will provide needed services in a position not filled by the Gadsden County School Board.

FUND SOURCE: **FEEP dollars**
AMOUNT: **\$58.00 per hour**
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 4
CHAIRMAN'S SIGNATURE: page(s) numbered 4

**Be sure that the COMPTROLLER has signed the budget page.
This form is to be duplicated on light blue paper.**

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Proof read by: *Reah R. Francis*

**GADSDEN COUNTY SCHOOL DISTRICT
STUDENT SERVICES/EXCEPTIONAL EDUCATION
CONTRACT WITH INDEPENDENT CONTRACTOR
2016-2017 Fiscal Year**

Contract made June 28, 2016, BETWEEN the School Board of Gadsden County, Florida, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King, Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Britney Desir, Speech Pathologist of Therapeutic Endeavors LLC, City of Tallahassee County of Leon, State of Florida herein referred to as contractor.

- 1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by contractor: Speech/Language Therapy.*
- 2. Contractor agrees to perform these services for the Board under the terms and conditions set forth in this contract.*

NATURE OF WORK

Contractor will provide speech/language therapy services on behalf of the Board with respect to all matters relating to or affecting the provision of speech/language therapy to the preschool and school age population as identified by the Board and are approved by the Director of Exceptional Student Education. The contractor will render such services according to her professional qualifications, which together with appropriate registration, licensure and/or permit, shall be maintained throughout the terms of this agreement. Contractor shall have sole control of the manner and means of performing this contract

provided the same is implemented under the direction of the students Individual Education Plan. The contractor shall provide the following services: See Attachment A.

1

PLACE OF WORK

BOARD will provide adequate space and equipment for contractor to carry out objectives outlined in the individual education plan for speech/language therapy. It is understood that these services will be rendered in Gadsden County Schools. Services will be provided mainly at Chattahoochee Elementary School and Other schools assigned by the ESE Directors, City of Chattahoochee, County of Gadsden State of Florida, as designated by the Director of Exceptional Student Education.

TIME DEVOTED TO WORK

In the performance of the services, the services and the hours contractor is to work on any given day will be entirely within contractors control and the Board will rely upon contractor to put in such number of hours on a daily basis that is reasonably necessary to fulfill the spirit and purpose of this contract. However, the contractor will provide services for no less than fifteen (15) hours and no more than thirty-seven and a half (37.5) hours per school week. The contractor may provide up to twenty (20) additional hours per school year for additional activities as scheduled and approved by the Director of Exceptional Student Education.

PAYMENT

The Board will pay contractor for all work actually performed by contractor, on completion of the same, at the rate of \$58.00 per unit of service. Payment shall be made by the Board within thirty (30) days after a statement for professional services rendered is received. Such statements shall be presented monthly (along with Medicaid Billing; See Attachment A). The contractor will not be reimbursed for traveling.

DURATION AND TERMINATION

The parties hereto contemplate that this contract will run for (1) fiscal school year July 1, 2016 thru June 30, 2017. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.

STATUS OF CONTRACTOR

This contract calls for the performance of the services of the contractor as an independent contractor and contractor will not be considered an employee of the Board for any purpose.

PAYMENT OF TAXES AND ASSESSMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to his/her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Contractor shall furnish to the Board, upon the request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contributions, taxes, and payroll assessments. Contractor agrees to maintain, at contractor expense, workers compensation insurance, as required by law, to fully protect both contractor and any individual employed by contractor in providing services under this contract.

CONFIDENTIALITY

Inasmuch as contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law or with the authorization by the Director of Exceptional Student Education.

SERVICES BY OTHERS

In the event that the contractor shall at any time be unable to provide the services under this contract, the contractor may employ and temporarily furnish as a substitute to perform such services, another duly qualified and licensed person. Contractor shall be responsible for compensation of individuals employed by her as substitutes.

MISCELLANEOUS

Contractor shall, through insurance and otherwise, hold harmless the Board, its officers, and employees from any claim of liability resulting from any actions or negligence of the

contractor or her substitutes or employees, if any, relating to the care and treatment of students, the operation of motor vehicles.

3

AMENDMENTS

This agreement and any signed attachments make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Britney Desir, Speech Pathologist, M.S.CCC-SLP

Date

*Sharon B. Thomas, Director
Exceptional Student Education*

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____
Roger P. Milton, CHAIRMAN

Date

ATTEST: _____
Reginald C. James, SUPERINTENDENT

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34, Section 80.36(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

ATTACHMENT A

SPEECH PATHOLOGIST SERVICES PROVIDED:

- 1. Conduct evaluations and screenings for scheduled grades and referrals using tests accepted by Gadsden County Schools. Students are recommended for enrollment based on the criteria adopted by Gadsden County Schools.**
- 2. Complete paperwork required for IEP, progress reports and data recording according to Gadsden County Schools requirements.**
- 3. Attendance at staffings, Annual Reviews, Three-Year evaluation and Dismissal Meetings to explain testing results and plan of treatment/carry-over for each child.**
- 4. Conduct hearing screenings by grade or referral.**
- 5. Refer children to community resources if indicated (if he/she fails hearing screenings or voice screening).**
- 6. Conduct speech and/or language therapy sessions, usually in groups of children with similar problems. Conduct individual or classroom based therapy as indicated.**
- 7. Maintain log of student attendance for therapy and lesson plans for each group.**
- 8. Maintain documentation and records according to county guidelines.**
- 9. Develop communication boards and other alternative systems as need by individual students. Consult with classroom teachers to demonstrate the use of these alternative communication system.**
- 10. Maintain appropriate logs and records and complete Medicaid Billing.**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Contracted Services with Speech/Language Pathologist Joy Scharein & The Gadsden County School Board

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :
(Type and Double Space)

Contract services with Joy Scharein to provide Speech/Language services to students at Havana Magnet School on an average basis of (37.5) THIRTY-Seven and a half hours per week.

FUND SOURCE: **FEEP dollars**
AMOUNT: **\$50.00 per hour**
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

**Be sure that the COMPTROLLER has signed the budget page.
This form is to be duplicated on light blue paper .**

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Proof read by: Reagan R. Francis

**GADSDEN COUNTY SCHOOL DISTRICT
STUDENT SERVICES/EXCEPTIONAL EDUCATION
CONTRACT WITH INDEPENDENT CONTRACTOR
2016-2017 Fiscal Year**

Contract made June 28, 2016, BETWEEN the School Board of Gadsden County, Florida, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King, Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Joy Scharein, Speech Pathologist of 10041 Neamathla Trail, City of TALLAHASSEE County of LEON, State of FLORIDA herein referred to as contractor.

- 1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by contractor: Speech/Language Therapy.*
- 2. Contractor agrees to perform these services for the Board under the terms and conditions set forth in this contract.*

NATURE OF WORK

Contractor will provide speech/language therapy services on behalf of the Board with respect to all matters relating to or affecting the provision of speech/language therapy to the preschool and school age population as identified by the Board and are approved by the Director of Exceptional Student Education. The contractor will render such services according to her professional qualifications, which together with appropriate registration, licensure and/or permit, shall be maintained throughout the terms of this agreement. Contractor shall have sole control of the manner and means of performing this contract provided the same is implemented under the direction of the students Individual Education Plan. The contractor shall provide the following services: See Attachment A.

PLACE OF WORK

BOARD will provide adequate space and equipment for contractor to carry out objectives outlined in the individual education plan for speech/language therapy. It is understood that these services will be rendered in Gadsden County Schools. Services will be provided mainly at Havana Magnet School, City of Havana, County of Gadsden State of Florida, as designated by the Director of Exceptional Student Education.

TIME DEVOTED TO WORK

In the performance of the services, the services and the hours contractor is to work on any given day will be entirely within contractors control and the Board will rely upon contractor to put in such number of hours on a daily basis that is reasonably necessary to fulfill the spirit and purpose of this contract. However, the contractor will provide services for no less than fifteen (15) hours and no more than thirty-seven and a half (37.5) hours per school week. The contractor may provide up to twenty (20) additional hours per school year for additional activities as scheduled and approved by the Director of Exceptional Student Education.

PAYMENT

The Board will pay contractor for all work actually performed by contractor, on completion of the same, at the rate of \$50.00 per unit of service. Payment shall be made by the Board within thirty (30) days after a statement for professional services rendered is received. Such statements shall be presented monthly (along with Medicaid Billing; See Attachment A). The contractor will not be reimbursed for traveling.

DURATION AND TERMINATION

The parties hereto contemplate that this contract will run for (1) fiscal school year July 1, 2016 thru June 30, 2017. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.

STATUS OF CONTRACTOR

This contract calls for the performance of the services of the contractor as an independent contractor and contractor will not be considered an employee of the Board for any purpose.

PAYMENT OF TAXES AND ASSESSMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to his/her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Contractor shall furnish to the Board, upon the request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contributions, taxes, and payroll assessments. Contractor agrees to maintain, at contractors expense, workers compensation insurance, as required by law, to fully protect both contractor and any individual employed by contractor in providing services under this contract.

CONFIDENTIALITY

Inasmuch as contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law or with the authorization by the Director of Exceptional Student Education.

SERVICES BY OTHERS

In the event that the contractor shall at any time be unable to provide the services under this contract, the contractor may employ and temporarily furnish as a substitute to perform such services, another duly qualified and licensed person. Contractor shall be responsible for compensation of individuals employed by her as substitutes.

MISCELLANEOUS

Contractor shall, through insurance and otherwise, hold harmless the Board, its officers, and employees from any claim of liability resulting from any actions or negligence of the contractor or her substitutes or employees, if any, relating to the care and treatment of students, the operation of motor vehicles, or other actions required to provide services pursuant to this contract.

AMENDMENTS

This agreement and any signed attachments make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Joy Scharein, Speech Pathologist

Date

*Sharon B. Thomas, Director
Exceptional Student Education*

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____
Roger P. Milton, CHAIRMAN

Date

ATTEST: _____
Reginald C. James, SUPERINTENDENT

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34, Section 80.36(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

ATTACHMENT A

SPEECH PATHOLOGIST SERVICES PROVIDED:

- 1. Conduct evaluations and screenings for scheduled grades and referrals using tests accepted by Gadsden County Schools. Students are recommended for enrollment based on the criteria adopted by Gadsden County Schools.**
- 2. Complete paperwork required for IEP, progress reports and data recording according to Gadsden County Schools requirements.**
- 3. Attendance at staffing, Annual Reviews, Three-Year evaluation and Dismissal Meetings to explain testing results and plan of treatment/carry-over for each child.**
- 4. Conduct hearing screenings by grade or referral.**
- 5. Refer children to community resources if indicated (if he/she fails hearing screenings or voice screening).**
- 6. Conduct speech and/or language therapy sessions, usually in groups of children with similar problems. Conduct individual or classroom based therapy as indicated.**
- 7. Maintain log of student attendance for therapy and lesson plans for each group.**
- 8. Maintain documentation and records according to county guidelines.**
- 9. Develop communication boards and other alternative systems as needed by individual students. Consult with classroom teachers to demonstrate the use of these alternative communication systems.**
- 10. Maintain appropriate logs and records and complete Medicaid Billing.**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This contract will provide Occupational Therapy Services to Exceptional Students in Gadsden Schools. The therapist will provide needed services in a position not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$58.00 (per hour for actual hours worked)

PREPARED BY: Sharon B. Thomas 
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be uplicated on light blue paper.

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revised 0591

Proof read by: 

MORE ABILITY THERAPY SERVICES, LLC

Agreement to Provide Occupational Therapy Services for

Gadsden County School Board

This contract is effective June 28, 2016, by and between, More Ability Therapy Services, LLC hereinafter referred to as "the CONTRACTOR" and Gadsden County School Board hereinafter referred to as "the AGENCY".

Whereas the CONTRACTOR is dutifully qualified to practice Occupational Therapy Services in the state of Florida,

Whereas the AGENCY desires Occupational Therapy Services for eligible students with special needs,

Whereas the CONTRACTOR and the AGENCY desire to enter into a service agreement whereby the CONTRACTOR shall provide Occupational Therapy Services upon the following terms and conditions:

1. The CONTRACTOR shall provide Services to eligible students enrolled with The Gadsden County School Board. The Administrator of the CONTRACTOR and the Director or their designee for the AGENCY shall determine the schedule of days, hours, and locations for services performed under this Agreement.
2. The CONTRACTOR shall be licensed by the State of Florida to perform Occupational Therapy services.
3. The CONTRACTOR will be fingerprinted and have their background checked upon request by the AGENCY consistent with the requirements of Florida Statutes, as a prerequisite for the CONTRACTOR to be on school property and/or have access to students.
4. During the term of this Agreement, the CONTRACTOR shall maintain professional liability Insurance.
5. The CONTRACTOR shall provide the Agency with copies of the professional licenses and liability insurance of Occupational Therapists and assistants who provide Services under this Agreement.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following rate: **\$58.00 per hour**. This rate shall be applied to all treatment sessions and/or meetings associated with each student.
7. The CONTRACTOR shall maintain a student schedule including the hours of service for each student served. A monthly statement of services rendered by the CONTRACTOR shall be submitted to the AGENCY. Upon verification of the Services, the AGENCY will make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR'S statement.

Payments shall be made payable to:

**More Ability Therapy Services, LLC
1845 Acorn Ridge Trail
Tallahassee, FL 32312
F.E.I.N. 46-4476931**

8. This agreement shall be constructed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties.

9. The CONTRACTOR shall hold harmless, indemnify, and defend the AGENCY, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed or recovered against or from the AGENCY, its agents, or employees, in their official or individual capacity by any reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this agreement. Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the AGENCY or to affect, limit, or reduce the protection from suit afforded to the Agency under Florida Law. This provision shall survive termination of that Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.

10. The CONTRACTOR and the leadership of the AGENCY or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this agreement before any litigation is instituted.

11. The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.

12. The term of this Agreement shall commence on July 1, 2016 and expire June 30, 2017.

13. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

In witness Whereof, the parties hereto have set their hands and seals this day and year written above.

Gadsden County School Board

BY: _____ Date: _____

Print Name, Title: _____

More Ability Therapy Services, LLC.

BY: _____ Date: _____ 8/14/15 _____

Print Name, Title: Deandrea Lee, OTR/L, Owner

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7h

Date of School Board Meeting: JUNE 28, 2016

TITLE OF AGENDA ITEM: COOPERATIVE AGREEMENT FOR INTER-COUNTY TRANSFER OF EXCEPTIONAL STUDENTS BETWEEN LEON COUNTY SCHOOL BOARD AND GADSDEN COUNTY SCHOOL BOARD

DIVISION: EXCEPTIONAL STUDENT EDUCATION

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This is an Annual Review of Contractual Agreement for Inter-County Transfer of Exceptional Students by the School Board of Leon County and the School Board of Gadsden County. The School Board of Leon County provides and operates special programs for properly identified special education students from Gadsden County. The special program contract is for Hearing Impaired, and other students specifically identified by individual contract. Students are placed at the following school sites: W.T. Moore Elementary School, Swift Creek Middle School, Lincoln High School, and Gretchen Everhart Special Day School.

FUND SOURCE: STATE FTE FUNDS

AMOUNT: (determined by formula)
PREPARED BY: Sharon B. Thomas *SBS*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

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Proof read by: *Keala R. Francis*

BOARD CHAIR
DeeDee Rasmussen



BOARD MEMBERS
Dee Crumpler
Maggie Lewis-Butler

BOARD VICE CHAIR
Georgia "Joy" Bowen

Alva Swafford Striplin

SUPERINTENDENT
Jackie Pons

**CONTRACTUAL AGREEMENT
FOR INTER-COUNTY
TRANSFER OF EXCEPTIONAL STUDENTS**

This agreement entered into the fifteenth day of August, 2016, by the School Board of Leon County and the School Board of Gadsden 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 contract shall be executed.

- I. The School Board of Leon County agrees to make available exceptional student education services in certain exceptional education programs and assignments within certain grade levels at specific sites in the district. Those programs, assignments, grade levels and sites are as follows:

| <u>PROGRAM</u> | <u>ASSIGNMENT</u> | <u>GRADE LEVEL</u> | <u>SITE</u> |
|----------------|------------------------|--------------------|-------------|
| | Special Day School | PK-12 | Everhart |
| | Resource/Special Class | PK-5 | Moore |
| | Resource Class | 6-8 | Swift Creek |
| | Resource/Special Class | 9-12 | Lincoln |

The School Board of Gadsden County and the parents will develop an individual educational plan (IEP) for exceptional students in conjunction with the School Board of Leon County. As determined by the IEP, those exceptional students in need of programs, assignments, grade levels and at sites included herein may be served by the School Board of Leon County. Only if programs, facilities and personnel are available will students be considered.

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7110 • Fax (850) 414-5194 •

www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming and gender identity), race, age, color, ethnicity, national origin, religion, pregnancy, marital status, disability, sexual orientation, or genetic information."

Building the Future Together

II. In providing these Special Education Programs, the School Board of Leon 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 teacher, therapists, and a supervisor or coordinator;
- C. Notifying and obtaining the agreement of the participating district in any decision regarding the assignment of instructional staff in excess of the approved staffing ratio of the School Board of Leon 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;
- E. Provision of all other direct and indirect services necessary to conduct a quality program, except those responsibilities specifically designated in this agreement as the responsibility of the participating county;
- F. Provision of dismissal or reevaluation information for students from the School Board of Gadsden County.

III. As a participating school district, the School Board of Gadsden County shall be responsible for:

- A. Provision of transportation for those students from its county who are enrolled in the 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 group;
- B. Provision of the evaluation information and eligibility process conducted in accordance with Florida State Board of Education Administrative Rules 6A-6.0331, FAC, 6A-6.03011, FAC and 6A-6.03013, FAC;
- C. Provision of the assignment and dismissal process in accordance with 6A-6.03028, FAC, 6A-6.0311, FAC and 6A-6.0331, FAC;
- D. Initiating and conducting an Individual Education Plan meeting in accordance with 6A-6.0331, FAC and in conjunction with the School Board of Leon County;
- E. Legal costs incurred through the due process procedure as a result of a student's assignment;
- F. The salary of personnel required to instruct students from the participating district in excess of the approved staffing ratio of the School Board of Leon County;
- G. Adhering to the school calendar and hours designated by the School Board of Leon County.

IV. Funding for exceptional student programs shall follow the procedure specified within this section:

A. The School Board of Leon County shall:

1. Provide the 2016-17 formula calculation for the Regional Funding Fee;
2. Provide an invoice after the February FTE period to June 1 based on a formula using discretionary tax dollars in the general fund (FEFP calculation) projected total weighted FTE for contracted students multiplied by the Regional Funding Fee; and the salary of any teacher, classroom aide, interpreter or classroom support personnel required for individualized instruction as a result of the behavior and/or communication needs of a Gadsden County student;
3. Submit or receive funds as an adjustment to the "Regional Funding Fee" following the June FTE and end-of-year close out. That is, provided the actual end of year formula factors creates an under or over payment of \$100 or more for the current fiscal year.

B. The School Board of Gadsden County shall:

1. Receive all FTE funds generated from Transportation of their students to Leon County; **all community based instruction and/or field trips will be invoiced separately by the Leon County Transportation Department.**
2. Submit payment to the School Board of Leon County based on the statement of account described under IV A of this section. This payment shall arrive no later than June 30, 2017;
3. Submit or receive funds as an adjustment to the Regional Funding Fee payment projections and actual salary reimbursement for any teacher, classroom aide, interpreter or classroom support personnel required for instruction as a result of the behavior and/or communication needs of a Gadsden County student, if actual weighted FTE creates an under or over payment of \$100 or more. This adjustment will be made following the June FTE and prior to October 1, 2017.

This Agreement shall take effect August 15, 2016 and continue until May 30, 2017. This contract supersedes any previous agreements. The School Board of Leon County and the School Board of Name of County shall abide by Section 1001.42(4)(d)(3.), Florida Statutes, for Settlement of Disagreements, which states "In the event an agreement cannot be reached relating to any phase of the project or activity, the matter may be referred jointly by the cooperating school boards, or by any individual school board of the cooperating districts, to the Department of Education for decision under regulations of the state board, and its decision shall be binding on all school boards of the cooperating districts".

The agreement executed the day and year first written above.

Extended School Year Services (ESY)

V. Services for Extended School Year (ESY) will be determined. Based on the indicators by the state of Florida for Extended School Year.

- A. The School Board of Leon County agrees to make available extended school year exceptional student education services in certain exceptional education programs and assignments within certain grade levels at specific sites in the district. Extended school year programs follow the adopted Leon County School Board Calendar. All provisions agreed upon in the yearly contractual agreement are extended for extended school year services, i.e., among other things, Gadsden County will be required to pay for all costs associated with the employment of one-on-one aides during ESY.

- B. Funding: extended school year services will be provided by Leon County for Gadsden County students for a cost of five hundred dollars per student for the five weeks of Extended School Year.

THE SCHOOL BOARD OF MADISON COUNTY, FLORIDA

BY: _____ DATE: _____
Board Chairperson

THE SCHOOL BOARD OF LEON COUNTY, FLORIDA

BY: _____ DATE: _____
Board Chairperson

Jackie Pons
Superintendent, Leon County Schools

**LEON COUNTY SCHOOLS- 2016-2017
REGULAR SCHOOL CALENDAR**

2016

| | | |
|------------------|-------|--|
| August | 5 | Last Four Day Workweek |
| | 8 | Teachers Report |
| | 8-12 | Teacher Planning/Inservice Days |
| | 15 | Students Report |
| September | 5 | Labor Day Holiday (Districtwide) |
| October | 12 | Fall Holiday (Districtwide) |
| | 20 | End of First Nine Weeks (47 day nine weeks) |
| | 21 | Teacher Planning/Inservice Day (Students Out) |
| November | 11 | Veterans Day Holiday (Districtwide) |
| | 23 | Thanksgiving Holiday (Students & Teachers Out) |
| | 24-25 | Thanksgiving Holidays (Districtwide) |
| December | 14-16 | Middle and High School Exam Days/Elementary, Middle and High Early Release |
| | 16 | End of Second Nine Weeks (36 day nine weeks/83 day first semester) |
| | 19-31 | Winter Holidays (Districtwide) |

2017

| | | |
|-------------------|----------|--|
| January | 1-2 | Winter Holidays (Districtwide) |
| | 3 | Teacher Planning/Inservice Days (Students Out) |
| | 3 | District Staff and Teachers Return |
| | 4 | Students Return |
| | 16 | Martin Luther King Holiday (Districtwide) |
| February | | |
| March | 10 | End of Third Nine Weeks (47 day nine weeks) |
| | 13-17 | Spring Break (Students & Teachers Out) |
| | 20 | Teacher Planning/Inservice Day (Students Out) |
| | 21 | Students Return |
| April | | |
| May | 25,26,30 | Middle and High School Exams Days/Elementary, Middle and High Early Release |
| | 29 | Memorial Day Holiday (Districtwide) |
| | 30 | Last Day of School/ End of Fourth Nine Weeks (50 day nine weeks/97 day semester) |
| | 31 | Teacher Planning/Inservice Day |
| June | 1 | Teacher Planning/Inservice Day |
| | 1-2 | Teacher Inservice ESE/Reading Summer Academy |
| | 5 | Four Day Workweek Begins |
| | 5-15 | ESE Summer Services |
| | 5-22 | Reading Summer Services |
| July | 4 | Fourth of July Holiday (Districtwide) |
| | 10-20 | Reading Summer Services |
| | 10-27 | ESE Summer Services |
| August | 4 | Last Day of Four Day Workweek |
| Tentative: | 7 | Teachers Report/Teacher Planning/Inservice Day |
| | 14 | Students Report |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7i

DATE OF SCHOOL BOARD MEETING: June 28, 2016

TITLE OF AGENDA ITEM: Amendment/Renewal of FL DOE/Division of Vocational Rehabilitation Contract

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

The Contractor provides services that enable eligible persons with disabilities to prepare for, obtain, maintain, or regain employment; to expand transition services with Non-paid and Paid Community Based Work Experiences to Vocational Rehabilitation Transition Students with an Individualized Plan for Employment for 2015-2016 school year.

SOURCE: FEFP Dollar

AMOUNT: \$62,960.00 (Not to exceed)

PREPARED BY: Sharon B. Thomas 

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

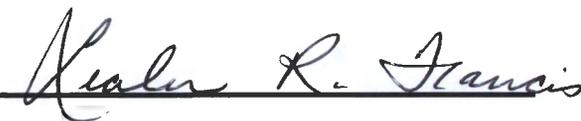
2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1 of 1

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: 

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
CONTRACT
#17-121**

THIS CONTRACT is entered into between the State of Florida, **DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION**, whose address is 4070 Esplanade Way, Tallahassee, Florida 32399-7016, hereinafter referred to as the "DVR", and **Gadsden County School Board**, whose address is 35 Martin Luther King Jr Blvd., Quincy, Florida 32351, hereinafter referred to as the "School District" or "Contractor", to provide services that enable eligible persons with disabilities to prepare for, obtain, maintain, or regain employment; to expand transitions services provided to DVR transition students with a Supported Employment (SE) implemented Individualized Plan for Employment (IPE) with Non-paid and Paid Community Based Work Experiences (CBWEs) through arrangements requiring match using non-federal funds. As authorized by 34 C.F.R. § 361.28, this Contract is a Third-Party Cooperative Arrangement ("Arrangement") between DVR and the School District.

I. Overview:

A. *Background*

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation. All program activities are conducted in accordance with the regulations found in 34 C.F.R. Part 361 and Florida Statute Chapter 413, Part II. Services are provided statewide through a combination of in-house and privatized staff. DVR and contracted providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida.

Third Party Cooperative Arrangements (TPCAs) provide an innovative approach to creating and/or expanding CBWE and career exploration activities through cost sharing between DVR and a Florida Local Education Agency (LEA) for Full-Time-Equivalent (FTE) School District Employment Specialists (ES). These positions provide work experiences for DVR transition students with SE IPE's who need guidance in developing appropriate work skills, attitudes, and behaviors required to plan for and achieve successful postsecondary employment.

Prior to implementing TPCAs in October 2006, DVR primarily received applications for transitioning students during their last year of high school. TPCAs provide a means for DVR staff to work more collaboratively with LEAs and engage students with disabilities earlier, thereby allowing a seamless transition from high school to postsecondary education, training, or employment. Early referral, application, and the provision of work experiences through a TPCA were intended to allow DVR Counselors the opportunity to establish effective counseling relationships and rapport with students, families and educators. In addition, TPCAs offered a means for DVR to use general revenue funds, as provided by a LEA, to meet federal match requirements in order to draw down all available federal monies for DVR client services.

B. *Purpose*

The purpose of this Arrangement is to create and/or expand CBWE and career exploration activities for students with the most significant disabilities through braided funding from DVR and the School District.

the School District. Competitive Integrated Employment is the first and preferred outcome for transitioning youth with disabilities, including youth with complex and significant disabilities. Paid CBWE is being emphasized in these arrangements as an evidence-based indicator for student success in postsecondary employment and independent living. DVR funding will be for deliverable services provided by up to two (2) FTE School District ES positions that will provide SE services to DVR transition students with an implemented SE IPE. Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful post high school employment.

This Arrangement allows DVR to supplement services provided by the School District to students who are applicants for DVR services or students eligible for DVR SE services and not on a waiting list as a result of Order of Selection (OOS) or students with an implemented SE IPE. The School District shall not use DVR funding support to supplant the current level of services provided to the students. Each ES shall provide at least six (6) DVR transition students, with an implemented SE IPE, with a CBWE by the end of the school year. In addition, each ES shall assist DVR SE IPE students by referring them to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR.

II. Contract Documents

The documents establishing and constituting the contractual relationship between the Department and the School District, referred to collectively as the "Arrangement", supersede all prior agreements and understandings, written or oral. This Arrangement and its attachments, as referenced below, contain all the terms and conditions agreed upon by the Parties:

1. Attachment A: Scope of Services (13 Pages)
2. Attachment B: Payment Terms and Schedule (3 Pages)
3. Attachment C: Standard Terms and Conditions (4 Pages)

The order of priority of the documents in this Arrangement shall be as follows: Contract; Attachment A; Attachment B; and Attachment C. Any conflict in language between the documents shall be resolved in favor of the document appearing earliest in the list.

III. Contract Management

DVR and the School District hereby designate their respective representatives identified below for coordination, communication, and management of this Arrangement:

For DVR:

Wayarne Tolliver, Contract Manager
Division of Vocational Rehabilitation
4070 Esplanade Way, Suite 260K
Tallahassee, FL 32399
Phone: 850-245-3380
Email: wayarne.tolliver@vr.fldoe.org

For the School District:

Sharon B. Thomas, Director ESE
Gadsden County School Board
35 Martin Luther King Jr Blvd.
Quincy, Florida 32351
Phone: (850)627-9651 x1239
Email: thomass@gcpsmail.com

All matters shall be directed to the Contract Managers named above for appropriate action or disposition. A change in Contract Manager by either Party shall be reduced to writing through an amendment or minor modification to this Arrangement.

IV. Contract Term

- A. This Arrangement shall begin upon execution by both Parties, or on July 1, 2016, (whichever is later) and end on June 30, 2017, inclusive.
- B. In accordance with Section 287.057(13), Florida Statutes, this Arrangement may be renewed for three (3) one (1) year periods or the term of the original Arrangement, whichever period is longer. Renewal of the Arrangement shall be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendment signed by both parties. Renewals are contingent upon satisfactory performance evaluations by DVR, are subject to the availability of funds, and optional to DVR.

V. Approval and Execution

IN WITNESS THEREOF, the Parties hereto have caused this twenty-three (23) page Arrangement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Arrangement is not valid until signed and dated by both Parties.

GADSDEN COUNTY SCHOOL BOARD

DEPARTMENT OF EDUCATION

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Pam Stewart

TITLE: _____

TITLE: Commissioner of Education

DATE: _____

DATE: _____

ATTACHMENT A SCOPE OF SERVICES

A. Overview and Purpose:

The TPCA will create and/or expand CBWE and career exploration activities for students with the most significant disabilities through braided funding from DVR and the School District. Competitive Integrated Employment is the first and preferred outcome for transitioning youth with disabilities, including youth with complex and significant disabilities. Paid CBWE is being emphasized in these arrangements as an evidence-based indicator for student success in postsecondary employment and independent living. DVR funding will be for deliverable services provided by up to two (2) FTE School District ES positions that will provide SE services to DVR transition students with an implemented SE IPE. Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful post high school employment.

This Arrangement allows DVR to supplement services provided by the School District to students who are applicants for DVR services or students eligible for DVR SE services and not on a waiting list as a result of OOS or students with an implemented SE IPE. The School District shall not use DVR funding support to supplant the current level of services provided to the students. Each ES shall provide at least six (6) DVR transition students, with an implemented SE IPE, with a CBWE by the end of the school year. In addition, each ES shall assist DVR SE IPE students by referring them to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR.

B. Definitions:

1. Community Based Work Experience (CBWE) – May be paid or unpaid, where the student learns firsthand the necessary work skills, attitudes and behaviors at an integrated worksite.
2. Competitive Integrated Employment – Work that is performed on a full-time or part-time basis (including self-employment) for which the individual is compensated at a rate equal to or above minimum wage and not less than the customary rate paid to non-disable employees, where the disabled employee interacts with non-disabled persons to the same extent as non-disable employees, and, as appropriate, the disabled employee has opportunities for advancement similar to non-disabled employees.
3. Discovery – A time-intensive, comprehensive, person-centered assessment that determines where and when students perform at their best. Information is gathered through a series of interviews, activities, and observations. Interviews are conducted with the students, family, friends, teachers, neighbors, and others. The focus is on learning about the students' strengths, interests, talents, goals, and conditions for success. This information is assimilated and summarized into profiles that are useful in students' employment planning and establishing employment goals.
4. DVR Counselor – Provides vocational rehabilitation services to disabled individuals in order to facilitate their employment and/or reemployment. The DVR Counselor interviews and evaluates

applicants, and confers with medical and professional personnel to determine type and degree of disability, eligibility for service, and feasibility of vocational rehabilitation.

5. Employment Specialist (ES) – School District personnel who provides TPCA services to students with disabilities to facilitate their employment and/or reemployment. The ES is responsible for providing each DVR SE IPE student with a CBWE by using assessment information about the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market.
6. Individual Educational Plan (IEP) – Plan which defines the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals.
7. Individualized Plan for Employment (IPE) – Plan which identifies the chosen employment goal, services needed to obtain that goal, service providers, service payers, and the amount of financial participation, if any.
8. One-Stop – Florida's One-Stop Center network was established to bring workforce and welfare transition programs together under one physical or "virtual" roof to simplify and improve access for employers seeking qualified workers or training programs for their existing employees and job seekers. There are nearly 100 One-Stop Centers across Florida managed at the local level by regional workforce boards. Some are full-service centers providing direct access to a comprehensive array of programs at a single location, while others are satellite facilities capable of providing referrals or electronic access.
9. Order of Selection (OOS) – When DVR does not have sufficient human or fiscal resources to serve all applicants who are determined eligible for services, federal regulations require that we use an Order of Selection process. DVR is required to prioritize services to people with the most significant disabilities first. Placement in a priority category provides a fair and orderly way to serve all applicants.
10. REBA – Rehabilitation Electronic Billing Application for TPCA is a web-based application for service providers, contract managers, and School District point of contacts. The application provides a centralized portal for managing referrals, reports and invoices.
11. Supported Employment (SE) – An employment model that provides services for individuals with the most significant disabilities who require ongoing support services to succeed in Competitive Integrated Employment. Intense job training is provided initially and then long-term supports are provided once the person has stabilized on the job.

C. Manner of Service(s) Provision:

Each ES shall provide at least six (6) DVR SE IPE students, a CBWE by the end of the school year. The ES shall assist DVR SE IPE students by referring them to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR.

1. *DVR's Responsibilities*

- a) DVR will designate a representative to act for DVR in all matters pertaining to this Arrangement.
- b) DVR will use the Operational Policies and Procedures for Counselors as the primary reference and source of information for DVR Counselors and DVR technicians providing transition services to youth with disabilities in high school.
- c) DVR will provide a copy of the IPE and each IPE amendment to the School District.
- d) DVR will coordinate the IEP and IPE, with associated documentation and data collection.
- e) DVR will maintain copies of all CBWE reports in the DVR case record.
- f) DVR will accept and approve deliverables, invoices, and authorizations for services where appropriate for all matters pertaining to this Arrangement.
- g) DVR will reimburse the School District at a fixed price of \$31,480.00 for each ES that will be providing service under this Arrangement. DVR will provide the School District with all DVR approved training and forms needed for invoicing and the reporting of deliverables under this Arrangement.
- h) DVR will research and respond to all written School District requests for technical assistance in writing within five (5) business days.
- i) DVR will cooperate on all matters requiring concurrence or approval so that the School District will not be delayed in performance of all terms and conditions of this Arrangement.
- j) DVR will provide administrative supervision in regard to decision-making and oversight of programmatic activities in accordance with federal regulations at 34 C.F.R. § 361.28.

2. *School District Responsibilities*

- a) The School District shall employ a maximum of two (2) ESs to provide services under this Arrangement. Each ES shall spend 100% of their time during the school year and during school hours providing employment services described in this Arrangement to DVR SE IPE students. Any services not contemplated by this Arrangement, provided by the ES outside of school hours and during the summer, are covered by a separate Employment Services Contract. The services provided by the ES shall not be those typical or customary services provided by the School District but must be new or expanded services made possible under this Arrangement. All services shall be based on the individual needs of the student and provided by the ES pursuant to the student's needs.
- b) The School District shall designate a representative to act for the School District in all matters pertaining to this Arrangement.

- c) The School District shall request and obtain written approval from DVR before allowing the ES to provide CBWE services.
- d) The School District shall verify/provide documentation that the ES is an employee of the School District.
- e) The School District shall submit the School District personnel action form (from the Human Resource Department), with the ES name, hire date, actual salary and terms of employment to the DVR Contract Manager.
- f) The School District shall provide a copy of the student's current IEP and each IEP thereafter while participating in a DVR IPE to the DVR Counselor.
- g) The School District shall provide non-federal match requirement to DVR in the amount of \$8,520.00 for each ES that will be providing services under this Arrangement.
- h) The School District shall process and submit all reports, invoices and supporting documentation using REBA, unless given written authorization by DVR to use an alternative method of approval for services provided under this Arrangement.
- i) The School District shall make all requests for technical assistance in writing to the DVR Contract Manager.
- j) The School District shall maintain documents to support deliverables in a safe and secure location to provide for the integrity of the records, the student's safety and confidentiality. These records and their location are subject to inspection and must be made available for review upon request.

3. *Services Provided by the Employment Specialist*

- a) **Community Based Work Experience development and the Provision of Work Experience.** This is done by using assessment information about the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market and includes:
 - i. Contacting employers and building networks to develop and/or identify work experiences;
 - ii. Assisting the student with identifying worksites and ensuring the student has transportation to worksite. (If the student needs transportation the School District shall arrange or provide.);
 - iii. Referring students to worksites for potential work experiences;
 - iv. Providing DVR SE IPE students with work experiences, as appropriate;

- v. Ensuring that the work site is an individual work experience and not be part of an enclave or mobile work crew based upon the U.S. Department of Labor definitions as follows:
 - (1) Enclave is a small group of people with disabilities (generally 5 - 8) trained and supervised among employees who are not disabled at the host company's work site.
 - (2) Mobile Work Crew is a small crew of persons with disabilities (up to 6) working as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service. The crew works at several locations within the community;
- vi. Conducting job analysis, to include, as appropriate:
 - (1). A systematic investigation of the discrete tasks, working conditions, and requisite knowledge, skills, and aptitudes needed to perform a job.
 - (2). Identifying the essential functions of a job. The essential job functions are those job duties which must be completed, with or without accommodation.
 - (3). Use of the job analysis to match individuals to positions that best meet their needs and the needs of an employer. A job analysis is also useful in identifying and developing potential accommodations needed for individuals with disabilities to perform certain task.
- vii. Conducting Discovery activities, to include, as appropriate:
 - (1). Identifying an individual's skills, talents, contributions, and interests in multiple settings to determine where they are at their best and their ideal conditions for employment.
 - (2). Use of various activities to obtain this information, including meetings with families and others familiar with the individual, paid/unpaid work experiences, and observations of performance at home, school or in the community. and
- viii. Connecting the student with the local One-Stop.
- b) **Job Retention Support.** This is ongoing job support services that are employment-related, and needed to promote retention in the worksite. Job Retention Support services may consist of:
 - i. Routine follow-up with the employer and the student to promote CBWE success;
 - ii. Support services to address issues such as a decrease in productivity of the student receiving services;
 - iii. Providing worksite consultation to identify barriers to employment, when appropriate; and
 - iv. Negotiating CBWE worksite accommodations.
- c) **Job Coaching.** This is the use of structured intervention techniques to help the student learn to perform job tasks and develop the interpersonal skills necessary to be accepted as a worker at the job site. Job Coaching services may consist of:

- i. One-on-one job duty instruction as a service to DVR transition students who have a goal of supported employment. These are students who require individual assistance in learning job tasks, often requiring a job coach that understands a specific learning style by which the student learns best and how to break tasks down into discrete steps to teach the necessary job tasks. Some students may initially require coaching for a particular job, but may not require coaching throughout their work life. Most would require ongoing supports through an identified service provider or other means.
- ii. Assist a service provider with understanding all factors impacting the student's employment during a DVR transition student's shift to long-term follow-along services including such as any specific training issues or concerns, co-worker and employer expectations, family concerns, mode of transportation, etc. This assures the process goes smoothly and that the service provider has a complete understanding of the student's specific long-term needs.
- iii. Use structured intervention techniques including conducting situational assessments, possibly using Discovery to ensure the student is well-matched to a particular job that he or she desires and has the potential to learn; conducting job site and environmental analysis to further ensure the job is a good match for the student; developing and implementing task analysis, with prompting and building in self-management strategies if needed to teach the discrete steps of the job and enhance the student's capacity to perform independently; to help the DVR transition student learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be successful in their employment and within the community.

4. *Deliverables & Minimum Service Levels*

Contract deliverables, including associated tasks and performance standards, are described in Table 1 – *Deliverables*.

| TABLE 1 – Deliverables | | | |
|-------------------------------|---|--|--|
| <i>No.</i> | <i>Deliverable</i> | <i>Tasks</i> | <i>Performance Standard(s)</i> |
| 1. | The School District shall provide each DVR SE IPE student with a CBWE by using assessment information about the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market. | <p>The School District shall:</p> <ul style="list-style-type: none"> ▪ routinely communicate with DVR Counselors regarding student referrals and student progress; ▪ contact and network with potential employers and build, develop and/or identify work experiences; ▪ conduct Discovery activities to identify the student's abilities and interests in multiple | The School District shall create daily submissions which include all services provided to DVR transition student through REBA as outlined under the Scope of Services. The Student Progress Report (SPR) should include information pertaining to CBWE development, preparation activities, progress towards student's IPE goal as well as any other information pertinent to student's success or |

TABLE 1 – Deliverables

| | | | |
|-----------|---|---|---|
| | | <p>settings to determine their ideal conditions for employment and conduct Job Analysis to determine the working conditions, essential functions and necessary skills needed for job performance and identify individuals who may benefit from that CBWE; and</p> <ul style="list-style-type: none"> ▪ assist the student with identifying worksites and ensure student has transportation to the worksite. ▪ refer student to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR. | <p>regression. The SPR and supporting documentation (CBWE Rating Forms) must be documented electronically in REBA. The ES must also update the listing of all students served by the School District under the Arrangement during the school year.</p> <p>The School District shall provide a monthly report to the Contract Manager, which includes all services provided to DVR transitions IPE students by the ES through REBA, as outlined under the Scope of Services. This report should be comprised of the SPRs and CBWE Rating Forms. Monthly reports must be submitted to the Contract Manager for approval by the end of each month.</p> |
| <p>2.</p> | <p>The School District shall provide each DVR SE IPE student with ongoing job retention support services that are employment-related and needed to promote retention in the worksite.</p> | <p>The School District shall provide worksite consultation to identify barriers to employment and negotiate CBWE worksite accommodations.</p> <p>The School District shall conduct routine follow-up with the employer and student to assess job performance and/or job deficiencies; and.</p> <p>The ES shall have the CBWE employer evaluate the performance of each student</p> | <p>The School District shall create daily submissions which include all services provided to DVR transition student through REBA as outlined under the Scope of Services. The Student Progress Report (SPR) should include information pertaining to CBWE development, preparation activities, progress towards student's IPE goal as well as any other information pertinent to student's success or</p> |

TABLE 1 – Deliverables

| | | | |
|-----------|--|---|---|
| | | <p>using the CBWE Rating Form; submitted starting at the end of the first full month of SPR reporting.</p> | <p>regression. The SPR and supporting documentation (CBWE Rating Forms) must be documented electronically in REBA. The ES must also update the listing of all students served by the School District under the Arrangement during the school year.</p> <p>The School District shall provide a monthly report to the Contract Manager, which includes all services provided to DVR transitions IPE students by the ES through REBA, as outlined under the Scope of Services. This report should be comprised of the SPRs and CBWE Rating Forms. Monthly reports must be submitted to the Contract Manager for approval by the end of each month.</p> |
| <p>3.</p> | <p>The School District shall provide job coaching by using specific intervention techniques, appropriate to the student's needs, to help the DVR SE IPE student learn to perform job tasks and develop interpersonal skills necessary to be accepted as an employee at the job site.</p> | <p>The School District shall provide one-on-one job duty instruction as a service to DVR SE IPE students.</p> <p>The School District shall conduct job site and environmental analysis to further ensure the job is a good match for the student.</p> <p>The School District shall develop and implement task analysis, to teach the discrete steps of the job and enhance the student's capacity to perform independently, learn to perform job tasks to the employer's specifications and</p> | <p>The School District shall create daily submissions which include all services provided to DVR transition student through REBA as outlined under the Scope of Services. The Student Progress Report (SPR) should include information pertaining to CBWE development, preparation activities, progress towards student's IPE goal as well as any other information pertinent to student's success or regression. The SPR and supporting documentation</p> |

| TABLE 1 – Deliverables | | |
|-------------------------------|---|--|
| | <p>to learn the interpersonal skills necessary to be successful in their employment and within the community.</p> <p>The ES shall have the CBWE employer evaluate the performance of each student using the CBWE Rating Form.</p> | <p>(CBWE Rating Forms) must be documented electronically in REBA. The ES must also update the listing of all students served by the School District under the Arrangement during the school year.</p> <p>The School District shall provide a monthly report to the Contract Manager, which includes all services provided to DVR transitions IPE students by the ES through REBA, as outlined under the Scope of Services. This report should be comprised of the SPRs and CBWE Rating Forms. Monthly reports must be submitted to the Contract Manager for approval by the end of each month.</p> |

| TABLE 2 - Minimum Service Levels | |
|---|--|
| 1. | The School District shall provide a minimum of six (6) DVR SE IPE students, per ES, a CBWE by the end of the school year. |
| 2. | Each ES shall spend 100% of their time during the school year and during school hours providing the services described in this Arrangement to DVR SE IPE students as evidenced by a signed monthly Time Certification document and other reports on activities, to be completed by the School District in the REBA system. |

5. Reporting

- a) The School District shall provide a monthly report of all Deliverables (ES student services provided and CBWE performance activity and evaluation as described in Table 1 -

Deliverables) not later than 30 days following the end of the month for which services were provided.

- b) The School District shall provide a SPR at the end of each month in the REBA system.
- c) The School District shall provide a CBWE Rating Form, per student, for each month that a student participates in a CBWE.

6. *Monitoring*

- a) The provision of services will be monitored through a review of the monthly reports (SPR and CBWE Rating form) and the monthly invoice with ES time certification received from the School District.
- b) The Contract Manager may conduct periodic monitoring visits during the Arrangement period to verify School District compliance.

D. **Method of Payment:**

- 1. This is a Fixed Price Contract not to exceed (\$62,960.00) for the 2016 - 17 school year (\$31,480.00 per ES).
- 2. The School District shall provide non-federal funds to DVR in the amount of \$8,520.00 for each ES that will be providing service under this Arrangement. The non-federal funds used must be funds that have not been used as match in any other federally or state assisted project.
- 3. Upon receipt of a properly submitted invoice, DVR will pay \$4,000.00 per month, for ten (10) months, for each ES, not to exceed the Arrangement maximum set.
- 4. DVR will not make payment until the School District has fulfilled their non-federal match requirement.

E. **Financial Consequences:**

If the School District fails to meet or comply with the activities and deliverables established in the Arrangement or make appropriate progress on activities and/or towards deliverables and they are not resolved within two weeks of notification, DVR may terminate the Arrangement, refuse to pay an invoice until all work is properly completed, and/or assess liquidated damages as provided herein.

1. *Liquidated Damages*

Accurate and timely delivery is imperative and, as a result, the Contract includes liquidated damages for failure to perform as indicated below. The parties agree that the School District's failure to perform as indicated below will result in substantial injury to the Department but the amount of damages resulting from such injury cannot be calculated with certainty. Therefore,

for each such failure the School District shall compensate the Department, but not as a penalty, as indicated below. The Department may reduce the corresponding invoice, or next immediate invoice, by the amount of such liquidated damages.

- a) The total DVR portion for the school year will be reduced by one-sixth (1/6) for each student who has not engaged in a paid or non-paid CBWE per ES unless the reason for not meeting the outcome goal is due to the lack of DVR SE IPE students due to the OOS.
- b) Upon DVR confirmation of an ES spending less than the required 100% of their time during the school year and during school hours providing employment services described in this Arrangement to DVR SE IPE students, the School District will be assessed a pro rata share of the monthly fixed price for any time less than 100% spent on outlined deliverables identified under the Scope of Services

F. Special Provision(s):

1. Arrangement Staffing

- a) The School District is responsible for the proficiency of ES positions, assuring that each ES has the required experiences and skills to provide tasks identified in (Table 1 – Deliverables) of the contract.

2. Applicable Laws

- a) This Arrangement is governed by the following State and Federal regulations:

The Rehabilitation Act of 1973 as amended, Florida Statutes, Chapter 413 (Part II). Other applicable regulations include OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the DVR State Plan and the State Program Regulations in the Code of Federal Regulations, Part 361.

3. Data Collection & Dissemination

- a) DVR will collect data through REBA on, at a minimum, services provided and payments made to the School District.
- b) Data collected may be compiled into reports and shared with, at a minimum, the School District, DVR Counselors, customers and other stakeholders.

4. DVR reserves the right to suspend this Arrangement if, by way of routine monitoring or receipt of stakeholder complaint, DVR suspects the School District has engaged in fraudulent activity.

5. Final Invoice (Withholding Payment)

The School District shall submit the final invoice for payment no more than sixty (60) days after the Arrangement ends or is terminated. If the final invoice cannot be submitted within the required sixty (60) day period, the School District must submit a written request for extension to

the DVR Contract Manager for approval prior to the sixty (60) day deadline. The request must include a description of the circumstances that resulted in a need for additional time for the submission of the invoice. The DVR Contract Manager will respond to the request within ten (10) working days after receipt of the request. DVR will not honor any requests submitted after the aforesaid time period unless a written request for extension is received prior to the sixty (60) day deadline. If the School District fails to do so, all rights to payment are forfeited.

Payments due under the terms of this Arrangement may be withheld pending the receipt and approval by DVR of all SPR's, CBWE Rating Forms and invoices, with supporting documentation requested from the School District

Invoice payment requirements do not start until DVR receives a properly completed invoice and approves deliverables.

6. Modifications to Attachment C., Standard Terms and Conditions

a) Section III. is amended to include the following:

Invoicing

- i. Use of REBA website is a condition of this contract. This includes the electronic signing of documents through submission in the REBA system.
- ii. The School District shall submit a properly completed invoice on a monthly basis, including all supporting documentation, to the Contract Manager no later than thirty (30) days after the close of monthly business.
- iii. The invoice shall include, at a minimum:
 - (1). A completed, signed DVR Source of Funding Certification & Invoice Itemization form that verifies the source of non-federal funds used for match amounts reported for services by the School District have not been used in any other federally assisted project or program; and certifies that the ES for which payment is being requested, devoted 100% of their time during the school year and during school hours providing employment services described in this Arrangement to DVR SE IPE students;
 - (2). A list of students that have received or are receiving services during the invoiced period;
 - (3). Other documentation that may be requested by the Contract Manager.
- iv. The School District shall retain documentation in an auditable format sufficient for proper pre and post audit requirements and at one location as they relate to each invoice submitted to DVR and provide such documentation to DVR upon request.

b) Section VIII. is not applicable to this Contract.

c) Section X. is amended to include the following:

The School District shall not use or disclose any information concerning a DVR customer for any purpose not in conformity with s. 413.341, Florida Statutes, and 34 C.F.R. § 361.38 without the express prior, written consent of the customer or the responsible parent or guardian.

d) Section XVIII. is not applicable to this Contract.

e) Section XL. is added as follows:

The School District shall report to DVR and the Florida Abuse Hotline any reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult. The Florida Abuse Hotline's statewide toll-free telephone number is 1-800-962-2873.

f) Section XLI. is added as follows:

The School District shall notify DVR immediately if it is, or becomes a party to any contract with, a State of Florida Career Source Center.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

The Payment Terms and Schedule for the procurement contract awarded to Gadsden County School Board, Contract Number 17-121 are as follows:

I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

A. Place an "X" beside *either* 1 or 2:

1. The total payment shall be the amount entered in the space provided in Section II, below.

Or

2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

Or

Not applicable

B. Place an "X" beside *either* 1 or 2:

1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

Or

2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

Or

Not applicable

C. If I.A.2. applies, place an "X" beside any of the following that apply:

1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: Sixty-two thousand nine hundred and sixty dollars and no cents (\$62,960.00), or (\$31,480.00 per ES). This amount incorporates a 21.3% non-federal funds Match (\$17,040), or (\$8,520.00 per ES), deducted on behalf of the school district as a condition of this contract, as referenced under Manner of Service(s) Provision, Attachment A, Section C., 2. (g). (Match Breakdown: \$80,000 - \$17,040 = \$62,960 in total or \$40,000.00 - \$8,520.00 = \$31,480.00 per ES).

III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

| Major Deliverable Price | Projected Date | Description of Deliverable(s): | Source Document Page | |
|---|---------------------|--|--|---|
| (8,000.00) Match (4,000.00 per ES) | <u>Sep 15, 2016</u> | A Monthly report to be submitted to the DVR Contract Manager documenting CBWE services provided to the DVR SE IPE students by the ES directly related to the Scope of Services (Attachment A). The report must include the number of students served during the report period; the specific services provided each student by the employment specialist, as listed in Attachment A, Section C., 4, and the level of progression per student. These services must be documented electronically in REBA TPCA in the form of a SPR and a CBWE Rating Form and submitted to the VR Counselor for approval at the end of each month, for a ten (10) month period. | <u>Attachment A, Section C., 4 (Table 1)</u> | |
| (8,000.00) Match (4,000.00 per ES) | <u>Oct 15, 2016</u> | | | |
| (1040.00) Match (520.00 per ES) 6,960.00 (3,480.00 per ES) | <u>Nov 15, 2016</u> | | | |
| 8,000.00 (4,000.00 per ES) | <u>Dec 15, 2016</u> | | | |
| 8,000.00 (4,000.00 per ES) | <u>Jan 15, 2017</u> | | | |
| 8,000.00 (4,000.00 per ES) | <u>Feb 15, 2017</u> | | | <u>Attachment A, Section C., 4 (Table 2)</u> |
| 8,000.00 (4,000.00 per ES) | <u>Mar 15, 2017</u> | | | |
| 8,000.00 (4,000.00 per ES) | <u>Apr 15, 2017</u> | | | DVR Counselor documentation that the School District provided a minimum of six (6) DVR SE IPE students (per employment specialist) with a CBWE by the end of the school year. |
| 8,000.00 (4,000.00 per ES) | <u>May 15, 2017</u> | | | |
| 8,000.00 (4,000.00 per ES) | <u>Jun 15, 2017</u> | | | |

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable.**

- Amount Set Aside: \$
- Description of Activity:
- Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable.**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

- Dollar Amount: \$
- Per Time Unit:
- Type of Work or Professional Designation of a Worker:

B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:

C. Each invoice which requests a payment based upon the system of rates:

- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
- shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
- shall be documented by time and performance records which are adequate for preaudit and postaudit.

VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No. _____, as explained below: **Not Applicable.**

VII. Federal funds awarded through the Department by this Contract, if any: **None \$** _____.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

Contract No. 17-121

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S."):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service;
 - B. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, F.S., or as provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the later of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
- B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

DISCLOSURE STATEMENT
State of Florida, Department of Education
Contract No.: 17-121

Contractor represents and warrants as a material inducement to the State of Florida, Department of Education ("Department"), to enter the above referenced Contract that:

1. Neither Contractor, nor any officer, agent or employee of Contractor has now or ever has had any private business venture with the following individuals (hereinafter called "Agency Personnel"): Members of the State Board of Education, the Board of Governors, the Commissioner of Education, the Contract Manager named in the Contract, or the members of the Senior Management Service or Selected Exempt Service presently employed by Department or the State Board of Education; and

2. Neither Contractor, nor any officer, agent or employee of Contractor has given or offered to give money or anything else of value to any one or more of the Agency Personnel, or to any other person, in consideration for Contractor's selection as Contractor; and

3. Contractor knows of no fact or incidence of wrongdoing surrounding its selection as Contractor that, if disclosed to the Department would call into question Contractor's selection as Contractor or its fitness or ability to meet all of its legal and ethical obligations under the Contract.

Gadsden County School Board
Name of Contractor

Signature

(If Corporation, Partnership or D/B/A):

Title

Address

Phone/ Fax

Sworn to and subscribed before me this ____ day of _____, _____, by

_____, who is personally known to me or who produced

_____ for identification.

Signature of Notary Public

Name of Notary Public

My Commission expires:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7j

DATE OF SCHOOL BOARD MEETING: June 28, 2016

TITLE OF AGENDA ITEM: 2016-2017 Memorandum of Agreement between the Gadsden County Health Department and the Gadsden County School District

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

The Memorandum of Agreement between the Gadsden County Health Department and the Gadsden County School District details the services that will be provided by the Health Department to the students in Gadsden County if approved by the School Board.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Caroline McKinnon

POSITION: District Assessment Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

2016 JUN 22 AM 8:15
GADSDEN COUNTY SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

School Health Services
Memorandum of Agreement
Between
Gadsden County School Board
And
Florida Department of Health
MOA# - 005 (2016 – 2017)

Background

The Gadsden County School Board (GCSB) envisions communities where children and youth lead positive, secure and happy young lives while developing the skills, knowledge and competencies necessary for fulfilling contributing adult lives. The GCSB is committed to a future where all children and youth live in families and communities that promote their positive development. The Gadsden County School District (GCS) agrees to collaborate with the Gadsden County Health Department (GCHD) to deliver health care and health education programs that equip limited resource families and youth who are at risk for not meeting basic human needs, to lead positive, productive and contributing lives.

Each party Agrees to:

1. Promote a coordinated effort between GCS and GCHD staff to achieve maximum health and academic success of students and staff.
2. Comply with relevant state and federal laws, rules, and regulations governing handling, storage, and access to student records to include the Health Insurance Portability Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act, as well as all regulations promulgated thereunder (34 CFR Part 99).
3. Develop cooperative procedures for administering health care data collection, record keeping, and immunization compliance.
4. Jointly plan and provide training opportunities for GCHD and GCS personnel.

Gadsden County Schools agree to:

1. Pay \$100,100 annually to ensure that as many GCS school clinics will have health care staff assigned as possible. This amount shall be paid in four (4) quarterly installments of \$25,025. Please note that all invoices or notices sent to the GCS will require a minimum of seven (7) days and a maximum of fifteen (15) days to process once the invoice is received from GCHD.
2. Provide GCHD staff access to the district phone messaging service to relay Back-to-School information for students and their families concerning immunizations and school physical requirements and any health advisories that become necessary to protect the students and faculty. Provide phone support to school clinic staff located at onsite school clinics.
3. Provide daily janitorial and as requested maintenance services to each school clinic facility.
4. Provide and maintain building infrastructure wiring, data and phone cabling, and electrical connections for school clinics.
5. Provide data transport, troubleshooting, and network and port addressing to each school clinic, sufficient to support establishment and connectivity for an on-site firewall-created internal isolated zone. Secure tunneling will be used to establish connectivity for the isolated zone to the Florida Department of Health's (FDOH) network over county circuits.
6. Maintain general liability insurance covering all onsite electronic equipment under circumstances of occupational injury, employee disloyalty, and general liability. A review and determination of fault is required before assumption of any liability and a certificate must be provided upon request. Where determination of fault is with GCHD, FDOH is self-insured to the limit required by Florida law, and a certificate of insurance shall be provided upon request.
7. Appoint a School Health Coordinator from the GCS to serve as a liaison with the GCHD. The Coordinator's duties should include but not be limited to coordination of service delivery, resolving billing issues, facilitating timely communication, and MOA monitoring.

Gadsden County Health Department Agrees to:

1. Provide Comprehensive Health Care (s. 381.0057, F.S.) at the schools listed below: [These services include basic health services (s. 381.0056, F.S.) and student health management, interventions and classes to reduce risk-taking behaviors, violence and injury prevention and services to reduce and promote

return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, intervention, case management, and improving access to health care through referrals to insurance programs and family physicians.]

- Chattahoochee Elementary
- Gadsden Elementary Magnet
- George W. Munroe Elementary
- Greensboro Elementary
- Gretna Elementary
- Havana Magnet School
- James A. Shanks Middle School
- Stewart Street Elementary
- St. John Elementary
- West Gadsden High School

2. Provide Full Service Health Care (s. 402.3026, F.S.) at the schools listed below: [These services include all basic health services (s. 381.0056, F.S.) and the coordination of medical and specialized social services such as nutritional, economic and job placement services, parenting classes, counseling for abused children, mental health and substance counseling, and adult education for parents. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies.]

- East Gadsden High School

3. Provide immunization services and cumulative review to all GCS schools.
4. GCHD school health employees shall work from 7:30 a.m. to 4:00 p.m. on school days with the exception of occasional mandatory training days.
5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to Kindergarten, 1st, 3rd, and 6th grade students only. All other student screenings will be on an as-needed basis.
6. Provide blood borne pathogen and medication in-service training for professional development.
7. Supply, provide, refresh, and maintain the following IT resources and services:
 - a) All software, hardware, licensing, and technology peripherals connected to FDOH's internal zones which are used in the onsite school clinics, power and path cables needed to connect to the building infrastructure.

- b) All network switches and firewalls supporting FDOH's internal zone.
 - c) Current and up-to-date antivirus and intrusion detection software required to protect assets within the internal zone from exploits.
 - d) All troubleshooting, patching, maintenance, configuration, and desktop support (includes user access management) of internal zone equipment, including firewall and all connected hosts.
8. Equipment within the clinic will be used solely by GCHD personnel in compliance with FDOH's Information and Security Policy. Only FDOH provided equipment will be connected to FDOH's internal zone and personal use devices will be prohibited for use on the internal network. FDOH equipment will remain physically accessible at all times to GCS IT personnel for inventory and security review.
 9. Provide and maintain connectivity to a Virtual Private Network interface or Secure FTP site for GCS to the Health Office system for weekly data upload, incorporating all reasonable associated costs.
 10. Server hardware and software licensing for Health Office will be the responsibility of GCHD. All access provided will be maintained securely over the GCS network.
 11. Assist GCS in identifying health issues and statistics that may be used to support grants for health initiatives.
 12. Provide the GCS Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. The invoice or notice shall include documentation describing the services rendered. The invoice shall itemize the services in detail indicating the GCHD's expenditures that tie to the payments by GCSB. Attached documentation shall substantiate GCHD's expenditures. GCHD will invoice GCS on or approximately:
 - September 30, 2016
 - December 30, 2016
 - March 30, 2017
 - June 30, 2017
 13. Retain all required financial documents for five (5) years after the district makes the final payment and all other pending matters are closed.

Gadsden County Schools and the Gadsden County Health Department mutually agree that:

1. The parties hereto contemplate that the term of this Agreement be for the period from July 1, 2016 through June 30, 2017. This Agreement shall be reviewed

annually to determine its continuation and or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.

2. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Chairman
Gadsden County School Board

Date

ATTEST By: Reginald James
Superintendent of Schools

Date



Adrian Cooksey-Wilson, Dr.PH, MPH
Administrator
Gadsden County Health Department

6/14/16

Date

Collective Bargaining



The School Board of Gadsden County

and

*The Gadsden County Classroom
Teachers Association*

JULY 2015 – June 2017

Board Approved:

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PREAMBLE

This Agreement, entered into this ____ day of _____ 2016, by and between The School Board of Gadsden County, Florida, hereinafter called the "Board", and the Gadsden County Classroom Teachers Association, hereinafter called the "GCCTA", an affiliate of the ~~Florida Teaching Profession~~ Florida Education Association and American Federation of Teachers and the National Education Association,

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WITNESSETH:

That in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the GCCTA as the exclusive collective bargaining representative for the professional employees of The School Board of Gadsden County, Florida described as follows:

All full-time certificated instructional employees (as defined in applicable Florida Statutes, State Board of Education Regulations, and Policies, Rules and Regulations of The School Board of Gadsden County, Florida); PROVIDED, HOWEVER, that the Bargaining Unit shall not include any of the following: District Superintendent of Schools; Assistant District Superintendent of Schools; Directors, Coordinators, Supervisors; Visiting Teachers, Public Information Officers; Psychologists, Research Assistants; Occupational Specialists; Principals; Assistant Principals, R.O.T.C. personnel; Curriculum Assistants and Helping Teachers. The Bargaining Unit shall include Teachers, Peer Teachers, Librarian/Media Specialists, Behavior Specialists and Guidance Counselors.

Whenever used hereinafter, the term "teacher" shall mean any professional employee who is included in the foregoing appropriate unit.

**ARTICLE II
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.
- B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be posted. Prior to the posting of each notice a copy will be given to the building principal,

which shall be a prerequisite to such posting.

- C. The GCCTA shall have the right to use teacher mailboxes for official communications. Such distribution shall be in compliance with procedures agreed upon by the site administrator and GCCTA.
- D. The GCCTA Building Representative shall have the opportunity to make brief announcements to those who voluntarily remain at the end of the School Faculty meeting.
- E. Duly authorized representatives of the GCCTA shall be permitted to transact official GCCTA business on school property after making such arrangements with the building administrator provided such transaction of business does not interrupt, interfere with or disrupt school business, activities or operations, or violate any applicable law, policy, rule or regulations.
- F. The board shall provide GCCTA without charge, during the weeks of September 1 and February 1 of each year a list of employees including the following information: name, classification pay grade, hourly rate of pay, work site, home address, work phone number, and district hire.

The board also agrees to furnish to the union in response to reasonable requests all available information concerning names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; agencies, minutes, and reports to all open Board meetings; census and membership data; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs or proposals on behalf of employees together with information which the Union may require to process any grievance or complaint.

- G. The Board shall provide upon request by the GCCTA president and without charge a list of teachers including the following information: name, home address, classification, salary, step, grade level or subject area, degree, contract status, hire date, and work site name.
- H. Upon appropriate authorization by any teacher, the Board will directly deposit the teacher's entire salary into any official financial institution that provides a bank routing number. In addition, the Board will directly deposit a part or all of the teacher's salary into the Envision Credit Union.
- I. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GCCTA, provided that at the time of each such deduction there is in the possession of the Board a valid membership form for each such deduction, executed by the employee, in the form and according to the terms of the authorization. Such authorization shall continue year after year unless revoked by the employee. A membership form shall be provided by the GCCTA.
 - 1. Any teacher may authorize dues deduction by presenting to the Board on or before September 1 of the applicable school year a signed membership form

authorizing the Board to deduct from the teacher's salary an amount certified in writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 1 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however, that any teacher whose employment begins after September 1 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools.

2. All dues deductions by the Board shall be made on a monthly basis, commencing with the September pay check or, subject to the provisions of subparagraph 1 immediately preceding this subparagraph, with the paycheck issued on the earliest practicable date. All such deductions shall be remitted to the Big Bend Service Unit.
3. By presenting to the Board a signed membership form specifying the amount to be deducted from his/her salary, an employee may authorize deduction by the Board of any uniform assessment levied on her/him by the GCCTA. Such deduction will be made by the Board from the first paycheck issued to the employee at least thirty (30) calendar days after the Superintendent's receipt of said authorization.
4. The authorization of each deduction for dues or uniform assessments for the GCCTA shall be in force during the term of this Collective Bargaining Agreement, except Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GCCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
5. The District will provide GCCTA with up to ~~one two (2)~~ payroll deduction slots

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for the purpose of deducting premiums (after tax) for companies participating in the *NEA Member Benefits* programs sponsored by GCCTA and its state and national affiliates (*FEA & NEA*) All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GCCTA and transmitted to the common remitter(s) selected by GCCTA or its affiliates for such purpose as a single check amount to each remitter each payroll period. GCCTA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

6. The GCCTA shall indemnify and save harmless the Board and its employees from any and all claims, demands, suits, judgments, awards and costs incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board or its employees for the purpose of complying with the provisions of this Article.
 7. If at any time during the duration of this Agreement, the GCCTA violates the anti-strike provision of Florida Law, or if there is a refusal to perform the duties of employment by any member of the GCCTA, this Article shall immediately become void and inoperative during the terms of this Agreement.
 8. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GCCTA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
 9. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
 10. President's Release Time – The President of the GCCTA or designee shall be granted ten (10) release days to conduct Association Business.
 11. Negotiations Committee. A list of members of the GCCTA Negotiations Committee shall be provided to the District's Chief Negotiator by February 1 of each year. Up to eight (~~7~~ 8) members of such committee shall be provided temporary duty for negotiations that are scheduled during the school day.
- J. Paid leave for GCCTA Activities – Each year of this contract, representatives of the GCCTA may be granted up to a total of ten (10) days of paid leave to conduct GCCTA business provided the following conditions are met:
1. A teacher shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
 2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the teacher's absence would significantly impede the operation of the work unit, under no circumstances shall leave be denied after the leave has been duly authorized and approved by the administrator.

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3. No more than two (2) teachers may be absent from any faculty on any day on such paid leave.
 4. No more than ten (10) teachers in the district may be absent on such paid leave on any day.
 5. Except for the president of the GCCTA, no teacher may be absent on paid leave for GCCTA activities for more than ten (10) days.
 6. The School Board, in conjunction with the GCCTA, shall be responsible for tracking the amount of paid leave taken for GCCTA activities.
- K. During the regular workday, the Executive Director of the Big Bend Service Unit of the Florida Education Association and/or the president of GCCTA may visit teachers at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GCCTA business.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definitions.
1. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this contract.
 2. "Grievant" shall mean any employee or group of employees who have filed a grievance.
 3. "Day" shall mean a district workday based on the calendar approved by the Board. The application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten (10) days.
 4. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate grievance form and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.
- B. Informal Resolution. When employees have a problem or complaint, they should attempt to resolve it through discussions with their supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in Section E.3, below.
- C. Resort to Other Procedures.
1. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have

no obligation to proceed further with the matter pursuant to this grievance procedure.

2. As an exception of the provision in paragraph A above, a grievant may file an EEOC charge while the grievance is in process when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request of the site administrator, an extension of the time limits for initial filing of the grievance for this purpose.

D. Representative and Appearances

1. An employee shall choose at Step I and Step II whether to be represented by GCCTA or to represent him/herself. GCCTA shall not be required to process grievances for employees who are not members of the Association.
2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract, and the grievant shall have the opportunity to have GCCTA present at any meeting involving the grievant called to discuss such a resolution.
3. Time spent by grievant's and GCCTA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

E. Formal Grievance Procedure.

1. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section A, 1 above, a formal grievance may be filed under this Section.
2. Time Limits.
 - a. The time limits provided in the Article shall be observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended, by mutual consent, to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - b. Upon failure of any administrator to provide a decision at any step, within the time limits provided in this Article, the grievant may proceed to the next step. Upon failure of the grievant to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
 - c. Upon written agreement of the parties, any step in this procedure may be waived.
 - d. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

STEP I

A grievance shall be filed with the employee's site administrator within twenty (20) days following the occurrence of the alleged violation of the contract if the informal resolution process is used or ten (10) days if the informal resolution process is not used. The grievance shall state the facts giving rise to the alleged violation, the specific section(s) of the contract alleged to have been violated, the employee's contention with respect to these provisions, and the specific relief sought, and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative, if representation is being used, and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

STEP II

If the grievant is not satisfied with the decision at Step I, he/she may, within ten (10) days following receipt of the Step I decision or following the date on which the Step I decision was due if no decision is provided, file a request for review of the Step I decision with the Deputy Superintendent or his/her designee on the appropriate form. The Superintendent's designee shall, upon request, meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step II, the Superintendent's designee shall communicate his/her Step II written decision to the grievant and/or representative or otherwise resolve the grievance.

STEP III

If the aggrieved is not satisfied with the disposition at Step II he/she may, within ten (10) days after the answer at Step II, appeal in writing on the proper form the original grievance to the Superintendent. The Superintendent may conduct whatever investigation is necessary to make a finding. Within twenty (20) days after the receipt of the grievance, the Superintendent shall notify the grievant as to his/her disposition of the grievance.

STEP IV

Mediation:

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.

STEP V

Arbitration:

- a. If the grievance has not been satisfactorily resolved at Step III, GCCTA may, within ten (10) days following receipt of the Step III decision or following the date on which the

- Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
- b. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
 - c. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.
 - d. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
 - e. Authority of the Arbitrator.
 - 1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
 - 2. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 - 3. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in section 682.13, Florida Statutes.
 - 4. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
 - f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.
- Processing.
- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
 - b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
 - g. Precedent - No complaint informally resolved, or grievance resolved at either Steps I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GCCTA.

- h. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- i. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.
- j. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during working time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school working hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- k. Adjustments of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

ARTICLE IV

TEACHING CONDITIONS

A. Work Day

1. The parties agree that each teacher's normal work day shall cover a period of seven (7) hours and twenty (20) minutes.
2. The time for beginning and ending of that teacher's work day shall be determined by the Principal at his/her discretion, subject to change by the Superintendent, and provided further, that the duration of the teacher's work day shall be extended when the Principal requests the attendance of the teacher at a conference, group meeting, or other performance of professional responsibility.

B. Faculty Meetings

1. Regularly scheduled faculty meetings shall not extend the teacher's workday by more than forty-five (45) minutes unless agreed upon by majority vote of the teachers present. The vote must be initiated by a teacher.
2. At least twenty four (24) hour notice shall be given before any faculty meeting other than those needed to deal with emergency situations.

A teacher shall provide written notification, including reason of regret, to the school administration if he or she is not able to attend a regularly scheduled faculty meeting or emergency called meeting.

C. Instructional Frame Work

1. Each teacher's workweek shall not be more than fifteen hundred (1500) minutes of direct student instructional time except in those schools with extended day (Differentiated Accountability), schools with 8 periods of 45 min/elem. schools with 55 min periods, or

- schools with extended Reading blocks in the approved District Plan. Teacher work schedules shall be determined by the site administrator. Efforts shall be made to give teachers the opportunity to have input into developing their work schedules.
2. Consideration shall be given to the number of students, class composition and planning. The school administrator reserves the right to make the final decision.
 3. All teaching schedules will be provided during preplanning; teaching assignments are based upon certification and school leaders will notify staff in a timely matter prior to the beginning of the new school year.
 4. Assignments may be revised as needed, but not to go into effect less than one week (5 teacher workdays) after written notice.
 5. Teachers hired after preplanning shall receive teaching assignments and schedules on the first day of employment.
 6. Every effort shall be made to minimize and/or reduce the number of preparations each teacher shall have. In furtherance of this responsibility, the parties agree that teachers shall not be required to teach in more than three (3) certification areas, nor teach subjects involving more than three (3) different preparations or any combination to exceed three (3) preparations in secondary schools.
 7. Within a given site, the administration shall make a reasonable effort to balance the load between teachers teaching identical courses.

D. Instructional Resources

1. Teachers will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.
2. Teacher will be provided with supplies textbooks, and teaching materials as deemed necessary by the site administrator to teach the course assigned.
3. Teachers shall not be required to purchase supplies, textbooks, materials or equipment from their personal funds.
4. The Board agrees to make available in each school word processing and reproduction/duplicating capabilities to aid teachers in their preparation of instructional materials. Audio-visual equipment shall be made available in each school for classroom use.

E. Planning/Preparation Time

School principals shall make every effort to ensure teachers are provided duty-free planning without risking the safety of students. Administrators and teachers at any site shall develop a plan to allow duty-free planning using site-based decision making. However, the final decision shall remain with the site administrator. If the planning time is compromised with duty, an agreement can be reached among staff and administrator concerning the lost planning time.

1. All secondary teachers shall be provided at least one period per day for the purpose of planning/preparation.
2. All elementary teachers in the district shall have at least forty (40) consecutive minutes of time each workday for the purposes of planning.

F. Lunch Period

1. Every effort shall be made to provide teachers with a duty-free lunch period equal to the student lunch period without risking the safety of students. Administrators and teachers at any site shall develop a plan to allow duty-free lunch using site-based decision-making. However, the final decision shall remain with the site administrator.
2. On planning days the lunch period shall be (1) hour.

G. Safety

1. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal.
2. The principal will investigate and document every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.

H. Parent/Teacher conferences

1. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students.
2. Teachers shall be notified in writing twenty four (24) hours before a Parent/Teacher conference is scheduled. The requirement that the teacher be notified at least 24 hours in advance may be waived in writing by the teacher.
3. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call.
4. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
5. The principal of each school shall designate an area to be used for interfaculty conferences.

I. Classroom Visitations

1. Visits of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived in writing by the teacher.

J. Joint Study Committee

1. A joint study committee will be formed to review site based decision-making models to include, but not limited to, issues such as duty schedules, teacher assignments, contact time, disruptions of classrooms, and dissemination of professional interest announcements.
2. Membership on this committee shall consist of three (3) members appointed by the GCCTA and three (3) members appointed by the Superintendent. GESPA will be invited to participate.
3. The committee shall devise its own internal working procedure.
4. The committee shall be advisory in nature and shall submit its recommendations to the Superintendent.

K. Compensatory Time

1. Compensatory time may be granted if the following provisions are met:
 - i. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
 - ii. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, or parent-teacher conferences.
 - iii. Compensatory time shall be earned for PTO meetings, Parent expos and school open houses.
 - iv. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.
 - v. Compensatory time shall be earned or taken only with the advanced approval of the building level administration as evidenced by completion of the Gadsden District Compensatory Time Approval Form.
 - vi. No monetary reimbursement shall be awarded for compensatory time.
 - vii. At the end of the teacher contract year or upon the resignation of the teacher, whichever comes first, all unused compensatory time will expire.
 - viii. The nature of teacher assignments beyond the normal work day, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site-based decision-making teams. Assignments may be revised as needed.

ARTICLE V

LEAVE

Teachers who will be absent from work shall notify the site administrator or her/his designee no later than one (1) hour and thirty (30) minutes prior to the beginning of the teacher's work day, giving notification of their pending absence. Teachers shall not be responsible for securing substitutes.

A. Sick Leave

Each teacher employed on a full-time basis who is unable to perform her/his duties because of her/his own illness, or because of illness or death of her/his father, mother, brother, sister, husband, wife, child or other close relative, or member of her/his own household, and who consequently has to be absent from her/his work, shall for such necessary absence be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to that employee; PROVIDED, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment; and PROVIDED, FURTHER, that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year,

without limitation on the number of days of sick leave that may accrue to any employee; and PROVIDED, FURTHER, that at least one-half of such cumulative leave must be established within this school district. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician.

A teacher may transfer their earned sick leave to a spouse, child, parent, sibling or any designated person who is also a district employee to use her/his sick leave that has accrued to the authorizing employee, provided that the recipient has depleted all of his or her sick leave. Donated sick leave shall have no terminal pay value to the recipient.

B. Personal Leave

Personal leave up to a maximum of six (6) days per fiscal year, with compensation, may be granted by the Superintendent, provided that the use of such leave shall be charged to the individual's currently accrued sick leave, and provided further that such personal leave shall be noncumulative.

C. Illness-In-Line-Of-Duty-Leave

Any teacher shall be entitled to illness-in-line-of-duty-leave when he/she has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Illness-in-line-of-duty-leave is intended to deal with the illnesses normally known as childhood diseases; such as mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. Any teacher requesting such leave shall provide proof, when so requested, that illness was contracted while discharging her/his duties as such employee. Such leave may be authorized for a total of not over ten (10) days during any school year, subject to the provisions of 1012.63 (1)

Where the amount of compensation payable under the provisions of the education code, for injuries, accidents or other disabilities which would entitle the employee to compensation under the provisions of the Florida Workers' Compensation Law, exceeds the amounts payable under the compensation law, payments shall be made, as provided in the education code, for the difference between the amount paid under the Workers' Compensation Law and the amount due under the provisions of the education code.

D. Professional Leave

Professional leave, with compensation, when approved by the Superintendent, may be granted by the School Board for voluntary leave of any member of the instructional staff for the individual's professional benefit or advancement. Such leave shall be for a maximum of three (3) days for each year's service in this school district, and may be cumulative to a maximum of twelve (12) days. Professional leave for teachers may be granted during post-school and pre-school periods for attendance at summer sessions of colleges and universities provided that suitable arrangements for performance of the individual's duties are made with the Superintendent.

Leave of absence for one semester or for one year, for professional study or travel, and without compensation, when approved by the Superintendent, may be granted by the School Board.

E. Temporary Duty

1. "Leave-in-Line-of-Duty" is authorized for members of the instructional staff who are assigned by the Superintendent to be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services. Employees performing such assigned temporary duties shall not be considered to be on leave.
2. Any GCCTA member who is an elected voting delegate to the Annual Florida Education Association Representative Assembly shall be assigned temporary duty for the purpose of attending this meeting. Names of voting delegates shall be submitted to the Deputy Superintendent or his designee annually by the GCCTA president in order to secure leave for this purpose.

F. Leave for Jury Duty and/or Court Processes

For court appearances or duty performed, pursuant to court process, by a teacher during school work hours, the teacher shall receive from the Board full pay, allowances and/or reimbursements as follows:

1. When summoned to appear as a juror, or as a witness (except as a character witness) in any civil or criminal action in which the employee is neither plaintiff nor defendant: full pay, without allowances or reimbursements, with the employee retaining any payments or fees from the court or other third parties for such appearance; but,
2. When summoned to appear as a defendant or as a witness in any action arising out of and in the course of her/his employment by the Board: full pay, allowances and/or reimbursements as though on "leave in line of duty", with any payments or fees received from the court or other third parties for such appearances to be endorsed to the Board.

In all of the above circumstances, when, prior to 11 a.m., the employee is dismissed or excused by the court, the employee shall promptly return to work that day.

G. Military Leave

Military leave shall be granted as required by law or Florida State Board of Education Rules, and may be granted as thereby permitted.

Military Caregiver and Qualifying Contingency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty, or has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in District Policy.

H. Parental Leave

Any teacher or her/his spouse may be granted leave without pay, not to exceed one year in duration, incident to the birth or adoption of a child.

The application for such leave must be accompanied by a licensed physician's certificate attesting to the pregnancy of the applicant or the spouse of the applicant, the probable term thereof and the recommended period of confinement, or, in the case of adoption, by satisfactory evidence of the date custody of the child shall be delivered to the applicant.

Upon the filing of an application for parental leave, the teacher and the principal shall, subject to the approval of the Superintendent and the Board, mutually determine the commencement date for such leave, based on evaluation of the capacity of the prospective mother to discharge her teaching duties and/or the expected date of birth of the child or receipt of custody of the child to be adopted, as the case may be, and the leave shall continue for the remainder of the school year unless otherwise requested by the teacher and approved by the Board. No person on parental leave shall engage in remunerative employment with any other school board.

Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness are entitled to continue Board contributions to insurance programs as provided for in the Family Medical Leave Act. Employees wishing to receive this benefit must identify their leave request as a "Family Medical Leave" prior to taking the leave and submit a completed "Certification of Physician" form with their leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of an employee and to care for the child.
2. The placement of a son or daughter with an employee for adoption or foster care.
3. To care for the spouse, son, daughter or parent of an employee, if the family member has a serious health condition.
4. The employee is unable to perform the functions of the position because of the employee's own serious health condition.

- I. A teacher who is absent from the workplace for three (3) or more consecutive days, without authorized leave, shall be considered to have abandoned her/his position and resigned from the district.

ARTICLE VI **TEACHER ASSESSMENT**

Preamble:

The parties wish anyone who reads this language to understand that we agree to the following terms only with great reluctance and with the realization that what we are agreeing to will in all probability hinder the educational process. We are compelled to negotiate this language by state law and do so only to comply with those requirements.

The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party. Gadsden County Teacher Evaluation Model (GCTEM) will be made up of two components; the score for Instructional Practices and the score on the State of Florida's value added tables of student learning growth or other student learning growth data approved by the State and specified below. The percentage of which each will contribute to a teacher's total evaluation is specified below. Each teacher will receive an **overall rating** of Highly Effective, Effective, Needs Improvement (referred to as Developing in the case of teachers in their first three years of employment), or Unsatisfactory based upon the total number of points accrued on the two measures.

Definitions:

State assessments: Any standardized state approved assessment for a given subject.

District assessments: A standardized district created and/or approved assessment for a given subject across the district in a given subject area.

Value added state model: Formula developed by the state to measure student-learning growth.

Learning targets: Locally agreed upon goal for measurement of student progress

Three years of data: Current year plus two immediately preceding years

GCTEM: Teacher Evaluation System, the term for the overall evaluation of a Gadsden County teacher.

Unsatisfactory Performance: Two consecutive Unsatisfactory annual GCTEM evaluations, two Unsatisfactory annual GCTEM evaluations within a three year period, or three consecutive annual GCTEM evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.

Performance Improvement Process (PIP): A process afforded to teachers to support performance concerns as identified in GCTEM.

90-day Performance Probation: The statutory 90-day process for which unsuccessful completion could lead to non-renewal of an annual contract or termination of a professional services or continuing contract under the following conditions: Receives two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a three year period, or three consecutive annual performance evaluation ratings of needs improvement and unsatisfactory. During this 90-day period the district will offer assistance to the teacher

Independent Second Opinion: An evaluation undertaken by a neutral third party administrator selected by the Parties. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision. The evaluation form will include the following ratings: Highly Effective, Effective, Needs Improvement (Developing in the case of teachers in their first three years of service), or Unsatisfactory. Should the independent evaluator not confirm the principal's evaluation, a second independent evaluator will be utilized. The evaluation is sustained if the teacher receives two or more "Unsatisfactory" ratings by the majority of the evaluators.

General Rules:

- 1.) When a teacher's data source is other than state assessments for the specific students taught by the teacher in the tested subject area, effort will be made to associate the teacher's actual students' test results to their evaluation to the greatest extent possible.
- 2.) State assessments will be substituted for district assessments or learning targets as they become available.
- 3.) The parties agree to proportion the effects of the instructional practices rubric and the value added measure in such a manner that makes it impossible for someone scoring an Effective or Highly Effective in one measure to be scored as Unsatisfactory on the total evaluation measure.
- 4.) No transfer or layoff decisions will be made solely on the basis of student learning gain data until all appropriate subject area assessments have been implemented.
- 5.) Any teacher placed on the 90-day performance probation described herein which could lead to his or her non-renewal or termination may request the superintendent or his or her designee to review his or her class list for the coming year for equity of the teaching assignment.

- 6.) Teachers on a PIP at the time this language is ratified will continue to be evaluated and receive assistance on the basis of those procedures in effect at the time they were placed on the PIP.
- 7.) Teachers being placed on a PIP at the beginning of the 2011-12 school year will follow the process described herein.

A. Gadsden County Induction Program (GCIP)

1. All first year Category 1 teachers or teachers possessing a temporary, one-year contract will be assigned a GCIP Mentor and complete the 180-day GCIP.
2. Re-hired Gadsden teachers who have more than five years of service with the School Board of Gadsden County and who have worked for the district within the past three years will be exempt from requirements of the GCIP program.
3. Any teacher who changes school, grade level or content area in the second year of employment may be designated as a Year 2 GCIP (Y2 GCIP), and be afforded a GCIP Mentor for the 90-day GCIP.

B. Gadsden County Teacher Evaluation Model (GCTEM)

All teachers will be evaluated with the GCTEM, described herein. All the appropriate observation and evaluation forms appear in The Gadsden County Teacher Evaluation Model Manual (hereinafter known as "the model").

Data collected during the Teachscape/PDA Classroom Walk-Through observation process may not be used as part of a teacher's formal evaluation process. If during the course of walking through the campus an administrator observes behavior that causes concern, the administrator will remain in the classroom for a minimum of ten minutes to conduct an informal observation.

1. Category 1 Teachers, First Year Teachers

- a. All probationary contract teachers will be considered to be in Category 1 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with GCTEM.
- c. The approved observation and evaluation form(s) for Level Category 1 teachers will be in "the manual"
- d. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated twice yearly.
- e. During the first 20 work days from a teacher's hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the Observation (Short Form).

- f. If performance concerns exist following the Observation Form, the administrator will use the FEAP Summative Observation to determine if action is warranted.
- g. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.
- h. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the probationary contract year, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The Union will receive a copy of the notification letter with an invitation to participate and represent the teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP notification letter. The principal will share concerns and determine school-based staff to provide support for the teacher. This process will continue until such time as a final 97-day determination is made but no less than four weeks from the inception of the IAP process.
- i. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, terminated during the probationary year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the final Evaluation.
- j. Criteria for initiating a PIP:
 - A score of Unsatisfactory or Developing.
- k. Outcome of the Mid-Year Evaluation:
 - Initiate IAP if a score is Unsatisfactory or Developing.
 - Continue PIP if overall score is Unsatisfactory or Developing.
 - Discontinue PIP if the overall score is Effective or Highly Effective.
- l. Outcome of the Final Evaluation
 1. A Category 1 teacher who receives assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.
 2. A Category 1 teacher who receives an Effective or Highly Effective, score on PRIDE will become a Category 2 teacher.

2. Category 2, Annual Contract (AC) Teachers

- a. All annual contract teachers will be considered to be in Category 2 of the GCTEM.

- b. Prior to the first observation, the teacher shall be familiarized with the GCTEM.
- d. Category 2, teachers will be evaluated annually on GCTEM.
- e. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- g. If an administrator has documented performance concerns regarding a Category 2, teacher, that teacher will be afforded assistance through the PIP process for a minimum of four months prior to GCTEM.
- h. Criteria for initiating a PIP:
 - 1. A score of Developing/Needs Improvement or Unsatisfactory.
 - 1 A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
 - 2 A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
 - 3 Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.
- i. The teacher will have the opportunity to give input into the interventions specified in his or her PIP. Teachers refusing assistance will be evaluated by the building principal with no right to a second opinion. A teacher's decision to refuse a PIP may not be rescinded until the following school year.
- j. Outcome of the GCTEM Final Evaluation:
 - 1. A teacher receiving an Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
 - 2. A teacher receiving a first GCTEM evaluation of Developing/Needs Improvement score on the GCTEM will have his or her contract renewed.

3. A teacher who has completed the “90-day performance probation” and receives an Effective or Highly Effective score on the observation form will have his or her contract renewed.
4. A teacher who has completed the “90-day performance probation” and receives an unsatisfactory observation will continue in the PIP process. On the spring observation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.
5. Any Category 2 teacher, repeating the PIP process, who is found unsatisfactory, will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

3. Category 3, PSC and CC Teachers

1. All Category 3 Teachers

- a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.
- b. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district.
- c. Prior to the Observation (Long Form), the teacher will be familiarized with the Evaluation instruments, forms and procedures.
- d. Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply:

2. Category 3, Year 1 Teacher Performance Concerns

- a. If concerns regarding the performance of a Category 3 teacher exist, the administrator will use the approved observation instrument (Short Form).
- b. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- c. If an administrator has documented performance concerns on the Observation (Short Form), regarding a Level 3 teacher, that teacher will be afforded assistance for a minimum of four months prior to the Final Evaluation through the PIP process.
- d. Criteria for initiating a PIP:
 1. A score of Developing/Needs Improvement or Unsatisfactory

2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.

3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.

4. Any Category 3 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on the appropriate form. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

e. Outcome of GCTEM Evaluation:

1. A teacher receiving a Developing/Needs Improvement, Effective or Highly Effective score on the GCTEM will have his or her contract renewed.

2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.

3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.

4. A teacher who has completed the "90-day performance probation" and receives an Effective or Highly Effective score on the GCTEM will have his or her contract renewed.

5. A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory will continue in the PIP process. On the spring evaluation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.

6. Conclude the PIP if the teacher receives a score in the higher range of Developing, Effective or Highly Effective range.

All such evaluation(s) will be completed at least two weeks prior to the last day of student attendance. The second opinion evaluator will use the revised Final Evaluation, based on the principal's revised Final Evaluation of documented PIP competencies.

- f. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.
- g. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article III of this Agreement and/or a hearing held by the Department of Administrative Hearing (DOAH).
- h. All procedures outlined in this section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.

C. Value Added/ Student Learning Gain Data

Methodology:

The percentage and composition of the student data component of each teacher's evaluation is expressed below:

1. Classroom teacher, majority of students take FCAT FSA in subject area taught by teacher

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The teacher's evaluation will be based 50% on Instructional Practices, 50% on the state's value added data based upon their students' state assessment (e.g., ~~FCAT FSA~~) scores. When three years of this data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% value added data.

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2. Classroom teacher, majority of students take ~~FCAT FSA~~ but in other subject area than that taught by teacher

The teacher's evaluation will be based 50% on Instructional Practices, 50% on student gains on a district-wide standardized test or statewide assessment when available. When three years of data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% student gains data. If not using a statewide assessment, the measure to be employed at each grade level and subject area must be agreed to by the parties. If a district-wide standardized test or statewide assessment does not exist, teachers in this group will be evaluated as in Number 3, below.

3. Classroom teacher, majority of students do not take ~~FCAT FSA~~

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The teacher's evaluation will be based 50% on Instructional Practices, 50% on student gains on a set of measureable learning targets agreed to in advance between the teacher and principal. When three years of data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% measureable learning targets. A list of acceptable measureable learning targets to be employed at each grade level and subject area must be agreed to by the parties.

4. Non-classroom teacher, assigned to specific school(s)

The teacher's evaluation will be based on 70% on Instructional Practices and 30% on the state's value added data of ~~FCAT~~ ~~FSA~~ scores for those students attending the specific schools to which the non-classroom teacher is assigned. When three years of data is not available for each teacher, the proportions will alter to 80% on Instructional Practices and 20% value added data.

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5. Non-classroom teacher, not assigned to specific school(s)

The teacher's evaluation will be based on 70% on Instructional Practices and 30% on the state's value added data of ~~FCAT~~ ~~FSA~~ scores for the students in the district as a whole. When three years of data is not available for each teacher, the proportions will alter to 80% on Instructional Practices and 20% value added data.

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- D. During pre-school planning, or within the first ten days of reporting to the work site for active employment, each teacher shall be given a copy of the GCTEM Manual. This distribution shall be followed by an explanation, demonstration and discussion of the assessment process. A copy of all current teacher assessment forms shall be available upon request or on the district's website.
- E. For the purposes of teacher assessment, the principal will make at least one (1) scheduled observational visit to the teacher's classroom. The principal may make as many unscheduled visits or as many additional scheduled visits as he/she sees fit, and his/her assessment may be based on any information which may be available to him/her at the time the assessment is made.
- F. Within ten (10) school days after each such scheduled visit, the principal shall have a conference with the teacher, at which time the teacher shall receive a copy of the completed assessment form. Upon approval by the Superintendent the 10-school day time limit may be extended for extenuating circumstances or by mutual consent of the parties.
- G. Each completed assessment form for the teacher and all copies of it shall be dated and signed by the principal and the teacher, with the teacher receiving one copy. The teacher's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment.
- H. In the event that the teacher disagrees with the written assessment of her/his performance, she/he may write her/his objections on the assessment report or attach them to the report to be placed in her/his personnel file. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.
- I. In order to assure quality teaching and learning and a fair, equitable and impartial evaluation of teacher performance the parties agree to form an appeals committee

comprised of two members of the GCCTA appointed by the GCCTA president and two from the administration appointed by the Superintendent, neither party shall have any influence on the appointment of the members of the other party. The following procedures shall be followed:

1. It is the intent of the parties that the procedures listed below in the appeals process shall serve as the alternative to Steps I and II of the grievance procedure.
 2. If the employee desires, he/she has the right to request representation or represent himself/herself, but under no circumstances will GCCTA be required to represent a non-member.
 3. An employee may not be represented by an attorney or a rival union in an appeal.
 4. The site administrator or the Superintendent's designee and the union president will make every effort to obtain informal resolution of the dispute within 30 (thirty) days of the employee's evaluation. If unresolved the alleged dispute shall move to the formal appeals process.
 5. Issues appealed to the committee shall be addressed expeditiously by the committee keeping in mind the statutory time frames and shall meet and render a decision within 10 school days.
 6. The representatives of the committee shall communicate their findings in writing to the Superintendent and the union president as well as the affected employee(s) and the site administrator.
 7. Disputes not resolved at the committee level will then follow the prescribed procedures in Article III, beginning at Step III.
- J. The teacher, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GCCTA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- K. The personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher, and such other persons as the teacher or the Superintendent may authorize in writing, unless otherwise provided by law.
- L. The School Board shall have the right to reprimand, suspend, demote or discharge its employees for just cause. Just Cause shall be defined to mean:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes, prior to taking official action.
 2. The Board or its designees conducted a fair and objective investigation of the facts.
 3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
 4. The employee was given an opportunity to present his/her side prior to official action being taken.
 5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.

6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

ARTICLE VII
VACANCY AND PROMOTION, TRANSFER AND REASSIGNMENT
AND
REDUCTION IN FORCE

A. The provisions of this Article shall not apply in such manner that would prohibit the Board from complying with applicable court orders.

B. Vacancy and Promotion

Notice of all openings for promotion and instructional vacancies shall be posted as necessary by the Superintendent or his designee for five (5) teacher work days during the regular school year or five (5) administrator work days during the summer, as the case may be, prior to the filling of the vacancy, in the district administration building and shall be transmitted to the building principal of each school, who shall post the notice in that school. Such postings shall include the kind of certificate necessary, and information concerning the securing and deadline for filing of the application. A copy of all vacancies shall be sent to the President of GCCTA by the district mail courier at least three days prior to the posting of said positions. A signature will be secured to validate delivery.

C. Transfer and Reassignment

The Board and the GCCTA recognize that the transfer of employees shall be the responsibility of the Board upon recommendation of the Superintendent. Any teacher who desires a change in grade and/or subject assignment in the following year or who desires to transfer to another school in the following year shall file, using a form furnished by the Superintendent, a written request to that effect in duplicate, one copy to be filed with the principal and one copy filed with the Superintendent. Such request shall be considered for the following school year and shall remain active only until the beginning of the school year following the school year in which filed.

Assignment of new teachers to positions in the school district shall be made after active requests for reassignment or transfer to such positions have been reviewed.

In making transfers, the Board will first review requests of volunteers. Lists of available positions in other schools shall be posted in each school.

No assignment of teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration. With all other factors being equal, District seniority shall be the deciding factor in assignments for voluntary transfers.

Teachers who have requested transfers or reassignments shall be notified in writing of the administration's action on said transfer or reassignment as soon as possible or immediately following the filling of a requested position.

D. Reduction in Personnel/Layoffs

In the event the School Board determines that the number of teachers must be reduced, written notice shall be provided to the GCCTA. For the purpose of this article, the non-renewal of an annual contract teacher at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

1. Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of layoff of employees within the affected positions shall be as follows: The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.
2. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:
 - a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
 - b. Employees having the least amount of service in the Gadsden County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
 - c. Employees with the lowest level of educational degree.
 - d. Employees with the least amount of service outside the District.

E. Involuntary Transfers

Involuntary transfers may occur due to staff reduction in a department and/or grade level within a school or the closing of an existing facility. The Board shall notify the Union within ten (10) days after the determination that involuntary transfers must occur.

Teachers transferred under this provision (Reduction in Personnel) shall not be again subject to involuntary transfers for a period of one (1) year unless extenuating circumstances exist which shall include, but not be limited to, funding, reduction in student population, and cancellation of programs. Should a position become available at the same school from which a teacher was involuntarily transferred due to a staff reduction, the teacher shall have the opportunity to request to return to such school, subject to all of the following conditions:

- a. The same or similar position needs to be filled no later than the end of the school year following the school year of the transfer.
- b. The position is in the same area of assignment from which the teacher was transferred.

- c. The teacher is certified for the position.
- d. The teacher is qualified for the position in the judgment of the Superintendent.

In cases in which more than one teacher has been involuntarily transferred from the same area of assignment, at the same school, and meet the above conditions, the teacher with the most seniority shall first be given the option to return.

The order of layoff of members of the bargaining unit shall be teachers having the least amount of teaching experience in the Gadsden County School System.

G. Recall

The School Board shall determine the positions in which recall will be made and the number of teachers to be recalled.

Teachers shall be recalled in the inverse order of layoff.

Notification of recall shall be made by certified mail to the address of record. Within ten (10) calendar days of receipt of the letter of recall, the teacher shall notify the District Personnel Office in writing whether he/she will accept reemployment. Failure to respond to the letter of recall within the required time automatically terminates the employee's right of recall.

H. Performance Issues/ Failing Schools

Before recommending an involuntary transfer based upon any performance problems, the Superintendent or his designee shall give notice of the performance problem(s) and time to address and respond to the concerns, and unless extenuating circumstances exist, the instructional bargaining unit member will be offered assistance and time to address and resolve the concerns. In addition, the following procedures shall apply:

- a. Instructional bargaining unit members affected by recommendations for such an involuntary transfer which have been proposed for the upcoming year will be notified on or before May 1, unless extenuating circumstances exist.
- b. A conference will be held, if requested by the instructional bargaining unit members, between the instructional bargaining unit member and the Superintendent and/or his/her designee to discuss the reasons for recommending a transfer, and to allow the instructional bargaining unit members the opportunity to present his/her side of the matter and his/her position regarding being transferred. Any instructional bargaining unit member attending a conference will have the right of Union representation upon the instructional bargaining unit member's request. A written report of the conference with an instructional bargaining unit member concerning a recommended transfer will be given to the instructional bargaining unit member within ten (10) working days of the conference.
- c. The instructional bargaining unit members will receive written notice of the recommendation of the Superintendent of a transfer and will have the opportunity

to appear at the School Board meeting at which the transfer will be presented for approval. Instructional bargaining unit members affected by involuntary transfer shall be notified in writing on or before July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

Instructional bargaining unit members who are involuntarily transferred due to their assigned school being deemed as a failing school shall:

- a. be given written notice of their transfer with reason specific to their teaching or students' performance evaluation.
- b. be notified of their transferred assignment by July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

ARTICLE VIII

TEACHER AUTHORITY AND PROTECTION

- A. Any case of assault upon a teacher shall be reported promptly to the site administrator or a designee by that teacher or any other teacher observing or having knowledge of the assault. In cases involving assault by a student upon a teacher, where said teacher is determined by the Administration to be free from fault, and where said teacher has filed civil charges, the Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

The foregoing shall not require the Board to provide legal advice or counsel for the teacher or to incur, assume or bear any financial liability.

- B. Teachers shall not be required to perform tasks that would endanger their health or safety. In an emergency, teachers shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.
- C. When a principal provides written notification to a teacher that a written reprimand is to be filed in the personnel file of the teacher as a result of an action by the teacher, the teacher shall have the right to have present, upon verbal or written request, a representative of the GCCTA at a conference between the principal and the teacher prior to the filing of said written reprimand. Notice of GCCTA representation, at a conference between the principal and a teacher for the purpose of filing a written reprimand, must be presented to the principal prior to the conference enabling the principal to secure district representation for the conference, if desired. If either representative is not available for the conference, the conference shall be rescheduled to a time when representation is available. The teacher shall have the opportunity to make a written response to the written reprimand within ten days of receiving a copy. A copy of the response shall be made to the Principal or an appropriate administrator, to district Human Resources, and

GCCTA. The Principal shall sign the written response upon reviewing. However, such signing does not indicate agreement but rather that the principal has seen the material.

- D. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a teacher's personnel file that the teacher has not had the opportunity to see. A copy of the materials to be added to a teacher's personnel file shall be provided to the teacher either by certified mail return receipt requested or by personal delivery. A teacher shall sign any reviewed material. However, such signing does not indicate agreement but rather that the teacher has seen the material. In the event a teacher does not review and sign such material within two (2) working days after notification of the existence of such material, the material shall be filed in the personnel file. Upon request, a teacher, or any person designated in writing by the teacher, shall be permitted to examine the personnel file of such teacher. The teacher shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than the fees prescribed in F.S. 119.07(1). When verbal reprimand is deemed necessary, it shall be made out of public view and hearing of employee's, colleagues, students, and others.

Teachers shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.

- F. The district is committed to a policy of "zero tolerance" on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. Students who have committed such acts will be disciplined as prescribed in the Code of Student Conduct. It is recognized that it is the teacher's responsibility to pursue the prosecution of perpetrators of such acts as defined by Board policy.
- G. The district-wide Code of Student Conduct shall be developed and reviewed as necessary by a committee that includes two (2) GCCTA representatives. The GCCTA representatives shall be selected by GCCTA Executive Board.

ARTICLE IX

GENERAL EMPLOYMENT PRACTICES

- A. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Work place and Drug and Alcohol Testing Program will be strictly adhered to.
- B. For consideration for appointment to a teaching position in summer school, a teacher must file with the Superintendent on or before May 1 immediately preceding the summer session, a written application on a form to be furnished by the Superintendent. In making assignments of applicants to summer school instructional positions, the Board will take into consideration relevant factors including but not limited to the applicant's

certification and/or competency in a given subject, or subjects, and current employment by the Board.

- C. In-service activities are designed to improve the professional growth of all teachers. In-service attendance shall be voluntary unless it is:
- mandated by the District School Board, or State/Federal Laws
 - required by the site administrator
 - mandated as a condition of employment.
- D. Instructional employees shall not solicit support of any political candidate, partisan or non-partisan, during regular work hours.

An instructional employee who offers himself/herself as a candidate for public office shall notify the Superintendent immediately upon qualifying for election. He/she shall conduct his/her campaign so as not to interfere with his/her responsibilities. Personal leave without pay may be taken during the campaign period. Such candidate shall adhere strictly to Florida Statutes governing political activity on the part of public officials and public employees.

A successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or School Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

All teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

- E. Each instructional employee who resides in the District and is employed at least half-time, or who resides outside the District and is employed full-time shall have the opportunity to enroll his/her child(ren) in the school of choice, subject Gadsden County School Board Policy 5.20 entitled Student Assignment.
- F. The Association and the employer will work collaboratively to comply with any Federal or State law that has adverse impact on any bargaining unit member. A committee consisting of three members appointed by the bargaining unit and three members appointed by the Superintendent shall be established to work collaboratively to develop a district wide plan to develop implementation and guideline procedures relating to any federal or state law. This committee shall convene and shall report its findings to the School Board at a Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Shall the committee not convene and make its recommendations as required, the Board shall proceed as it deems appropriate in contractual matters that are mandatory subjects of bargaining in accordance with Florida Statute 447.

ARTICLE X

HOLIDAYS

The Bargaining Unit shall be granted up to six (6) paid holidays. Said holidays shall be those days designated as holidays by the Board, and shall include all such holidays granted at any time during the school year. Teachers who are under contract for less than 196 days shall be paid for the holidays which occur during their contract period.

ARTICLE XI INSURANCE

- A. Board shall provide for each employee, without cost to him/her, group term life and dental insurance. The Board will contribute for each employee no less than seventy-five percent (75%) for Capital Health Plan Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GCCTA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

ARTICLE XII
PROFESSIONAL COMPENSATION

The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement, which is based on increases for each degree earned and each completed year of teaching experience. Instructional personnel who are rated needs improvement/developing, effective or highly effective will receive increases each year beginning with the first payroll check of the year as reflected in the currently adopted salary schedule. Supplemental salaries will be set forth in Appendix B and D.

For each teacher who enters a written contract in this district who was not employed in this district as of June 30, 2001, for the purpose of pay, the district will recognize and accept each year of full time school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. It shall be the responsibility of the teacher to provide the district personnel office with verification of such experience and proof of satisfactory performance.

In order for credit for any such experience gained in any given school year to be so allowed, the same must be based on employment and efficient service in the same school system or institution of higher education for more than one half (½) of the duty days in that year. PROVIDED, HOWEVER, that each vocational teacher or other teacher qualifying for certification on the basis of nonacademic preparation may substitute for professional educational employment experience as above described, and subject to all applicable conditions hereinbefore set out, duly verified successful full-time paid work experience in the specific vocational field covered by her/his teaching certificate. In the computation of such work experience, any amount of such work experience totaling more than six (6) months and occurring within the same twelve-month period shall be counted as one year.

Reemployment after retirement- All retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the school board will be placed on the salary schedule at the beginning years of experience of their appropriate degree level. Retirees will have the ability to move through normal step progressions for each year of service. Retirees who return to service with the school board will remain on annual contract status until their relationship with the district is severed.

For the 2013-2014 school year only, the following criteria will be used to disseminate the funds designated by the State of Florida as teacher raises. This procedure will become null and void on June 30, 2014.

1. Those employees eligible to receive the teacher raise money are those employees defined in Article II of the GCCTA contract as included in the union as well as school based administrators.
2. To be eligible to receive the teacher raise money, the employees must have been credited with serving a full year as defined in the Florida Statutes for the 2012-2013 school year and be rehired for the 2013-2014 school year on or before September 1, 2013.

3. The date certain for finalizing the list of eligible employees shall be September 1, 2013. Anyone in the eligible employment classes hired after that date will not be eligible to receive this money.
4. The current salary schedule will be used as a placement schedule for new hires that are hired after September 1, 2013.
5. A revised salary schedule will be developed for those receiving this money that will reflect the adjusted salary designations based on applying the money given by the state for teacher raises.
6. It is understood that once the number of eligible employees is confirmed required benefits will be deducted and the remainder of the allocation will be divided among eligible employees equally.

ARTICLE XIII MISCELLANEOUS

- A. This agreement shall constitute the full and complete understandings and commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement; provided, however, that nothing contained in this Agreement shall be construed to obligate either party to negotiate or bargain collectively with respect to any subject or matter whatever.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

ARTICLE XIV TERMINAL PAY

- A. All payments made pursuant to this Article shall be subject to law and rules and regulations of the Florida State Board of Education.
- B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option Program (DROP), or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:
 1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.
 2. For the individual herself/himself, upon normal retirement, or DROP enrollment PROVIDED that he/she must then have been in the full-time creditable service of

this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

- After the 10th year.....50%
- After the 11th year.....50%
- After the 12th year.....50%
- After the 13th year.....65%
- After the 14th year.....70%
- After the 15th year.....75%
- After the 16th year.....80%
- After the 17th year.....85%
- After the 18th year.....90%
- After the 19th year.....95%
- After the 20th year.....100%

3. For the beneficiary, upon the death of the individual in the service of this School District, a sum determined by multiplying the decedent's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

- During the first 3 years.....35%
- During the next 3 years.....40%
- During the next 3 years.....45%
- During the next 3 years.....50%
- During the 13th year.....60%
- During the 14th year.....65%
- During the 15th year.....70%
- During the 16th year.....75%
- During the 17th year.....80%
- During the 18th year.....85%
- During the 19th year.....90%
- During the 20th year.....95%
- During and after the 21st year.....100%

Such terminal pay, when paid upon registration without retirement, or upon normal retirement, shall be paid only where the individual's resignation or retirement is concurrent in time with her/his separation from the full-time service of this School District, unless the teacher is participating in DROP, and then only if he/she is resigning or retiring under favorable circumstances, and not, for example, if the individual is being or has been dismissed by the Board, or if proceedings for such dismissal are pending. Further, such payment shall not be made if, within three (3) calendar years preceding the individual's separation from the full-time service of this School District, the individual has or shall have been convicted, under the laws of the United States of America or any State thereof, of a felony. The plea of guilty in any court, of the decision of guilty by any court, or the forfeiture of a bond in any court of law, or the written acknowledgment of

having so committed any such offense, duly witnessed and made to the Superintendent or his duly appointed representative or the School Board, shall, for the purpose of this Article, have the same effect as that of a conviction of the offense.

A teacher who participates in DROP will receive pay for accumulated sick leave as indicated above. The rate of pay for such leave shall be based upon the salary rate of the teacher at the time DROP begins. Such leave shall be paid in annual installments during each of the years of DROP participation. The initial payment will be made during the first month of DROP, with subsequent payments made during the retirement anniversary months. Leave accrued during DROP will be included in the final payment and will be paid at the salary rate of the retiring teacher upon separation from service according to provisions outlined applicable Florida Statutes.

A teacher who begins participation in DROP, but elects to cancel DROP shall, within six (6) months of the DROP cancellation, repay the Gadsden County School Board all sick leave pay previously received as a part of DROP. Such sick leave time when repaid, will be returned to the account of the teacher as if there had been no DROP participation.

- C. "Normal retirement", as used in this Article, shall mean retirement as defined in subsection 231.40(2), Florida Statutes, 1979.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article shall totally replace and be in lieu of any and all payments to which the recipient might otherwise be entitled pursuant to any rule or other provision by the Board relating to terminal pay for accumulated sick leave.

TERM OF AGREEMENT

Subject to applicable law, rules and regulations, this Agreement shall become effective when approved and ratified by the Board and the Bargaining Unit and signed by the parties, and shall continue in effect through June 30, 2017.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date last aforesaid.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or legislative action, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

~~After ratification of this multiyear contract, that parties agree that once in each calendar year of this Agreement, the GCCTA may, upon written request made to the Board, reopen Appendix A, B, and C and each party, may, at its sole option, upon written request made to the other party, reopen two (2) articles other than Appendix A, B, and C specifying such other articles so to be reopened.~~

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After ratification of this multiyear contract, the parties agree that once each calendar year of this Agreement that each party, may, at its sole option, upon written request made to the other party, reopen two (2) articles other than Appendix A, B, and C specifying such other articles so to be reopened.

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Gadsden County Classroom Teachers Association

The School Board of Gadsden County, Florida

By: _____
GCCTA President

By: _____
Chairperson

Date: _____

Date: _____

By: _____
Big Bend Executive Director

By: _____
Superintendent of Schools

Date: _____

Date: _____

By: _____
District Negotiator

Deleted: By: _____

Deleted: GCCTA Negotiations Chair

Date: _____

Deleted: Date: _____

APPENDIX A

| Years | Salary Schedule |
|-----------------------------|-----------------|
| 0 | \$33,000.00 |
| 1 | \$33,500.00 |
| 2 | \$34,000.00 |
| 3 | \$34,500.00 |
| 4 | \$35,000.00 |
| 5 | \$35,500.00 |
| 6 | \$36,000.00 |
| 7 | \$36,500.00 |
| 8 | \$37,000.00 |
| 9 | \$37,500.00 |
| 10 | \$38,000.00 |
| 11 | \$38,500.00 |
| 12 | \$39,000.00 |
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| 15 | \$40,500.00 |
| 16 | \$41,000.00 |
| 17 | \$41,500.00 |
| 18 | \$42,000.00 |
| 19 | \$42,500.00 |
| 20 | \$43,200.00 |
| 21 | \$43,900.00 |
| 22 | \$44,600.00 |
| 23 | \$45,300.00 |
| 24 | \$46,000.00 |
| 25 | \$46,700.00 |
| 26 | \$47,400.00 |
| 27 | \$48,100.00 |
| 28+ | \$49,500.00 |
| Effective date July 1, 2016 | |

Years of Service frozen as of March 1, 2016

~~NOTE: Column "Current Salary Schedule 2014-15" represents salary for all employees not eligible for the salary adjustment of \$1900.~~

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~~NOTE: Column "Bachelors Degree Salary with \$1900 Added" represents employees who were eligible for the salary adjustment.~~

~~NOTE: Advanced Degree supplement have been placed on the Supplemental Schedule Appendix B.~~

The future use of this salary schedule is contingent upon receiving sufficient funds from the state designated for salaries. If the Florida Legislature changes the salary and benefits appropriation or moves these funds into another appropriation in subsequent years, then this action shall result in renegotiations of salaries for that year.

**APPENDIX B
SALARY SUPPLEMENTS**

| Position | Activity | % of B-O | 2016-17 |
|-------------------------------------|--|---------------------|------------|
| Athletic Director | Senior High | 5% | \$1,650.00 |
| | Middle School | 4% | \$1,320.00 |
| Head Coach | Football - Sr. High | 10% | \$3,300.00 |
| | Football - Middle | 9% | \$2,970.00 |
| | Basketball - Sr. High | 9% | \$2,970.00 |
| | Basketball - Middle | 6% | \$1,980.00 |
| | Baseball - Sr. High | 6% | \$1,980.00 |
| | Baseball - Middle | 4% | \$1,320.00 |
| | Softball - Sr. High | 6% | \$1,980.00 |
| | Softball - Middle | 4% | \$1,320.00 |
| | Volleyball - Sr. High | 6% | \$1,980.00 |
| | Volleyball - Middle | 4% | \$1,320.00 |
| | Track & Field - Sr. High | 6% | \$1,980.00 |
| | Cross Country | 6% | \$1,980.00 |
| | Weightlifting - Sr. High | 4% | \$1,320.00 |
| | Wrestling - Sr. High | 4% | \$1,320.00 |
| | Track & Field - Middle | 4% | \$1,320.00 |
| | Golf | 4% | \$1,320.00 |
| | Tennis | 4% | \$1,320.00 |
| | Soccer | 6% | \$1,980.00 |
| | Assistant Coaches | Football - Sr. High | 7% |
| Football - Middle | | 6% | \$1,980.00 |
| Basketball - Sr. High | | 6% | \$1,980.00 |
| Volleyball - Sr. High | | 4% | \$1,320.00 |
| Baseball - Sr. High | | 4% | \$1,320.00 |
| Softball - Sr. High | | 4% | \$1,320.00 |
| Track - Sr. High | | 4% | \$1,320.00 |
| Other Postitions | Band Director - Sr. High | 6% | \$1,980.00 |
| | if Chorus also, add | 4% | \$1,320.00 |
| | Choral Director - Sr. High | 5% | \$1,650.00 |
| | Band Director - Middle | 5% | \$1,650.00 |
| | if Chorus also, add | 3% | \$990.00 |
| | Choral Director - Middle | 4% | \$1,320.00 |
| | Band Director - Middle | 3% | \$990.00 |
| | Band Assistant | 4% | \$1,320.00 |
| | Majorette Sponsor - Sr. High | 4% | \$1,320.00 |
| | Varsity Cheerleader Sponsor - Sr. High | 5% | \$1,650.00 |
| | Jr. Varsity Cheerleader Sponsor - Sr. High | 4% | \$1,320.00 |
| | Cheerleader Sponsor - Middle | 4% | \$1,320.00 |
| | Special Olympics Coordinator | 4% | \$1,320.00 |
| Newspaper Sponsor - Sr. High/Middle | 3% | \$990.00 | |
| Yearbook Sponsor - Sr. High/Middle | 3% | \$990.00 | |
| Student Council Sponsor - Sr. High | 3% | \$990.00 | |

Deleted: *F.S. 1012.22(3) – Advanced Degrees – A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.¶

¶ The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following: supplemental salary schedule to determine positions warranting supplemental pay, supplements to be paid for such positions, and duties/expectations for supplemental positions. The committee shall make a recommendation to the Superintendent.¶

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Appendix D
GADSDEN COUNTY SCHOOL DISTRICT

Official Grievance Form
FOR BARGAINING UNITS

Name of Grievant(s):

Date Filed:

Position Assignment:

Worksite:

STEP I _____

STEP II _____

STEP III _____

STEP IV _____

Contract Citations:

Statement of Grievance:

Relief Sought

 Signature of Grievant

FOR OFFICE USE

RECEIPT OF GRIEVANCE FORM

Grievance Number

Date Received

Signature of Receiving Official

 Title

Distribution:
 Grievant: 2 copies
 Immediate Supervisor: 1 copy
 District Office: 1 copy

Deleted: To qualifying for performance bonuses, teachers must instruct at least 15 students at the elementary level (3-5), 20 students at the middle school level (6-8), or 22 students at the high school level. ¶
 <#> Learning gains will be computed based on the total number of FSA and/or End-of-Course (EOC) tested students that were assigned to a teacher at BOTH Survey 2 and Survey 3, inclusive. ¶
 <#> Other staff (paraprofessionals) will receive a supplement of up to \$1,000 total for assisting in raising student achievement (\$200 per teacher making 65% learning gains in FSA or End-of-Course (EOC) tested subjects). ¶
 <#> Teachers (reading, English/language arts, mathematics, science) and Instructional Coaches at SIG schools who achieve perfect attendance for the full contractual obligation period shall receive a bonus of \$500. Leave in the Line of Duty, Jury Duty or Non-Personal Court Process, and/or Military leave will not be counted against attendance for the purpose of this incentive. ¶
 <#> School bus drivers shall receive a performance pay bonus of \$250 if at least 65% of their students achieve learning gains as measured by the FSA 2.0 Mathematics and/or Algebra I EOC and/or Geometry EOC. ¶
 <#> Teachers are not eligible for the same performance pay from both SIG and Race to the Top. ¶
 <#> All recruitment and retention amounts will be paid in a separate check from an employee's regularly scheduled payroll distribution within the date range listed in the table above. ¶
 ¶
 <#> Failure to Improve (all teachers and leaders must re-apply for their positions each year if they do not meet FDOE requirements for making sufficient learning gains in FSA and/or End-of-Course (EOC) tested subjects). Teachers who fail to improve Student achievement or school level achievement will be replaced. Teachers will be given ample opportunities to improve professional practices before replacement — three (3) years to raise school achievement. ¶
 ¶
Performance Pay Dispute/Resolution ¶
 ¶
 All pay for performance disputes and evaluations will be resolved through the CBA grievance process. ¶
 ¶
 This Memorandum of Understanding shall expire July 1, 2013. ¶
 ¶
Gadsden County School District
Gadsden County Classroom Teachers Association ¶
 ¶

... [3]

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September 10, 2015
October 9, 2015
November 10, 2015
December 10, 2015
January 8, 2016

March 10, 2016 Column Break

April 8, 2016
May 10, 2016
June 10, 2016
June 30, 2016

Page Break

APPENDIX D
MEMORANDUM OF UNDERSTANDING
~~The Gadsden County Classroom Teachers Association, The Gadsden~~
~~Educational Staff Professional Association, and~~
~~The Gadsden County School District~~

~~The Gadsden County Classroom Teachers Association (GCCTA), the Gadsden Educational Staff Professional Association (GESPA) and the Gadsden County School District (GCSD) hereby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the GCCTA bargaining unit and the Gadsden County School Board:~~

~~Gadsden County Schools Title I School Improvement Grant, Section 1003(g) herein called SIG:~~

~~GCCTA, GESPA and the GCSD acknowledge that the Gadsden County School District has qualified for the SIG grant for the sole purpose of meeting the requirements of the Department of Education Transformation Intervention Model for some of the schools in the Gadsden County School. In complying with the requirements of the SIG grant, GCCTA, GESPA and the Gadsden County School Board, hereby agree to this Memorandum of Understanding to address any changes in the Collective Bargaining Agreement (CBA) between the parties and the effect of these changes on the employees of any Gadsden County Public Schools who receive said grant.~~

~~The parties further recognize that the successful execution of the School Improvement Grant is wholly dependent upon the cooperative and collaborative efforts of the parties and that utilization of Florida Statute 447.403 is counterproductive to achieving the goals contained within the School Improvement Grant.~~

~~Therefore, the parties agree as follows:~~

- ~~— The Parties agree that the execution of this MOU constitutes support of the goals and objectives of the SIG. The parties further agree that said signature does not constitute agreement to modify the existing CBA or to negotiate additional language. The parties, however, agree to engage and use their best efforts to develop a mutually agreeable plan to address reforms consistent with the objectives of SIG and according to Article IX, section G of the GCCTA CBA or Article XII, Section F of the GESPA CBA.~~
- ~~— The parties agree to use best efforts to develop a negotiated, mutually agreed upon implementation plan in the areas identified by the parties as part of the Plan. The signature of the Union President on the MOU does not constitute an agreement to (a) reopen or otherwise modify the CBA, unless and until a subsequent negotiated time specific waiver or other agreement has been mutually agreed upon by the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board or (b) limit or waive its rights and protections under the Florida Constitution, the Florida Public Employees' Relations Act and other applicable laws.~~
- ~~— If a School Improvement Grant is awarded, the parties agree that any items in the Plan that impact wages, hours or terms and conditions of employment or that may modify the current CBA are subject to bargaining in accordance with Chapter 447.~~
- ~~— Any items relating to the SIG Application or Plan that are unsuccessfully negotiated between the parties specifically for the purpose of applying for or receiving the School Improvement Grant award will not be subject to the impasse procedures set forth in Chapter 447. Neither party will unilaterally declare impasse under Chapter 447 during negotiations of any provisions specifically for the purpose of applying for or receiving the SIG award.~~
- ~~— In the event that negotiations result in modification to the existing CBA, the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that such modifications expire upon either the expiration of the School Improvement Grant or upon the expiration of the funding of the grant, whichever occurs first.~~

- The Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that if bargaining according to this MOU results in any modification to the current CBA in order to comply with SIG requirements, then such modification(s) will not operate as the status quo (it being understood that said SIG modifications shall expire at the end of the term of the current MOU unless otherwise mutually extended by the parties).
- The parties agree that after good faith negotiations should there fail to be a fully ratified and non-imposed agreement; the parties are released from any obligation to continue participation in the School Improvement Grant.

The parties hereby agree to the following for the 2012-2013 school year: The parties will meet annually to address possible changes to the MOU necessary to implementing the DOE requirements and timelines of the Transformation and/or Turnaround Intervention Model funded by the School Improvement Grant.

- Common Planning Time:** Common planning time will be scheduled during the regular school day at least one (1) period per day to provide for structured common planning time that does not encroach on the contractual planning time. Common planning time will vary according to grade level for elementary schools and according to subject level for middle, combination, or high schools.
- Recruitment, replacement and retention:** The Financial incentives for School Improvement Grant schools shall be as follows (all supplemental amounts are gross amounts before deductions):

| Recruitment | |
|---|---|
| Teachers | Instructional Coaches |
| <p>A Teacher shall receive a \$2,000 signing bonus (\$1,000 within 30 days of appointment to a SIG school and an additional \$1,000 within 30 days of fulfilling the contractual obligation at a SIG school) for teaching reading, mathematics, English, language arts, or science. If appointed to teach reading, mathematics, and/or English/language arts, the Teacher must have a documented history of 65% or higher learning gains as evidenced by FSA reading and/or mathematics performance data. If appointed to teach science, the Teacher must have a documented history of 50% proficiency in science as measured by FSA.</p> | <p>An Instructional Coach shall receive a \$2,000 signing bonus (\$1,000 within 30 days of appointment to a SIG school and an additional \$1,000 within 30 days of fulfilling the contractual obligation at a SIG school) for providing coaching services in reading, mathematics, or science. If appointed to coach reading or mathematics with no prior coaching history, an Instructional Coach must possess a documented history of 65% or higher learning gains in reading or mathematics as measured by FSA. If appointed to coach reading or mathematics with prior coaching history, an Instructional Coach must possess a documented history of 60% or more of assigned teachers making at least 65% learning gains in reading or mathematics. If appointed to coach science with no prior coaching history, an Instructional Coach must possess a documented history of 50% or higher proficiency in science as measured by FSA. If appointed to coach science with prior coaching history, an Instructional Coach must possess a documented history of 50% or more of assigned teachers achieving at</p> |

| | |
|---|--|
| | least 50% proficiency in science as measured by FSA. |
| Teachers | Instructional Coaches |
| A Teacher shall receive a \$1,500 retention bonus within 30 days of re-appointment to a SIG school for teaching reading, mathematics, English, language arts, or science. If re-appointed to teach reading, mathematics, and/or English/language arts, the Teacher must have achieved 65% or higher learning gains as evidenced by FSA reading and/or mathematics performance data during the preceding school year. If re-appointed to teach science, the Teacher must have achieved 50% proficiency in science as measured by FSA or End-of Course (EOC) performance data during the preceding school year. | An Instructional Coach shall receive a \$2,000 retention bonus (\$1,000 within 30 days of re-appointment to a SIG school and an additional \$1,000 within 30 days of fulfilling the contractual obligation at a SIG school) for providing coaching services in reading, mathematics, or science. If re-appointed to coach reading or mathematics, an Instructional Coach must have facilitated at least 60% or more of assigned teachers making at least 65% learning gains in reading or mathematics as measured by FSA or End-of Course (EOC) performance during the preceding school year. If re-appointed to coach science, an Instructional Coach must have facilitated at least 50% or higher proficiency in science as measured by FSA or End-of Course (EOC) performance during the preceding school year. |

— *Recruitment* is defined as a Teacher or Instructional Coach who is new to the school. Teachers or Instructional Coaches who transfer from an existing position within the Gadsden County Public Schools system would qualify for recruitment incentives if they meet the specified criteria listed in the table above.

— *Retention* bonuses will be paid only if the criteria listed in the table above are met or exceeded. Retention for employment purposes as a Teacher or Instructional Coach is not contingent on meeting the criteria listed in the table above.

— Other rewards that are already in place for professional development, continuing education units and additional certification shall be utilized as enhancements to the aforementioned supplements.

— All recruitment and retention amounts will be paid in a separate check from an employee's regularly scheduled payroll distribution within the date range listed in the table above.

— **Performance Pay (all performance pay amounts are gross pay before deductions and will not become part of the base salary):**

| Performance | |
|--|---|
| Teachers | Instructional Coaches |
| Mathematics Teachers who achieve at least 65% learning gains as evidenced by FSA and/or End-of Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers who achieve at least 75% learning gains as evidenced by FSA and/or End-of Course (EOC) performance data shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers who achieve at least 85% learning gains as evidenced by FSA and/or End- | Mathematics Coaches at SIG schools who have at least 60% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FSA or End-of Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 70% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FSA or End- |

of Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers who achieve at least 95% learning gains as evidenced by FSA and/or End of Course (EOC) performance data shall receive a \$2,500 bonus within 30 days of the release of a school's letter grade.

Mathematics Teachers within grade 3 at SIG schools who achieve at least 70% proficiency as evidenced by FSA performance data shall receive a \$500 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers within grade 3 at SIG schools who achieve at least 80% proficiency as evidenced by FSA performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers within grade 3 at SIG schools who achieve at least 90% proficiency as evidenced by FSA performance data shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade.

Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End of Course (EOC) shall receive a \$500 bonus within 30 days of the release of a school's letter grade if at least 50% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End of Course (EOC) shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade if at least 60% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End of Course (EOC) shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade if at least 70% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End of Course (EOC) shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade if at least 80% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End of Course (EOC) shall receive a \$2,500 bonus within 30 days of the

of Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 80% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FSA or End of Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.

Science Coaches at SIG schools who have at least 60% of their assigned teachers achieve 50% proficiency in science as evidenced by FSA or End of Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 70% of their assigned teachers achieve 50% proficiency in science as evidenced by FSA or End of Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 80% of their assigned teachers achieve 50% proficiency in science as evidenced by FSA or End of Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.

release of a school's letter grade if at least 90% of tested students achieve proficiency (i.e., Level 3 or higher).

- ~~— To qualifying for performance bonuses, teachers must instruct at least 15 students at the elementary level (3-5), 20 students at the middle school level (6-8), or 22 students at the high school level.~~
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~~**Performance Pay Dispute/Resolution:**~~

~~All pay for performance disputes and evaluations will be resolved through the CBA grievance process.~~

~~This Memorandum of Understanding shall expire July 1, 2013.~~

~~**Gadsden County School District — Gadsden County Classroom Teachers Association**~~

~~_____~~
~~Reginald James, Superintendent _____ Date _____ Arnitta Grice Walker, President _____ Date _____~~

~~_____~~
~~Rocky Pace _____ Date _____ Dwayne Ivory _____ Date _____~~
~~Chief Negotiator _____ Bargaining Chair, GCCTA _____~~

~~Page Break~~

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA



AGENDA ITEM NO. 71

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Exceptional Student Education Policies and Procedures (SP&P)

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

- Approval for amendments and updates to current Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students (Special Programs and Procedures)
- Effective dates of Policies and Procedures: 2015-2016 through 2017-2018 school years.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sharon B. Thomas *[Signature]*

POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be uplicated on light blue paper.

summary.for
revised 0591

Proofread by: *Robert R. Francis*

2016 JUN 13 AM 8:48
GRADUATE SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT



State Board of Education

Marva Johnson, *Chair*
John R. Padget, *Vice Chair*
Members
Gary Chartrand
Tom Grady
Rebecca Fishman Lipsey
Michael Olenick
Andy Tuck

Pam Stewart
Commissioner of Education

June 3, 2016

Mr. Reginald C James, Superintendent
Gadsden County School District
35 Martin Luther King Jr. Boulevard
Quincy, Florida 32351

Dear Superintendent James:

We are pleased to inform you that the Exceptional Student Education Policies and Procedures (SP&P) document submitted by your district is approved for the 2015-2016 through 2017-2018 school years. The SP&P is required by section 1003.57(1)(b)4., Florida Statutes, and Rule 6A-6.03411, Florida Administrative Code, in order for a school district to be eligible to receive state or federal funding for special education and related services for exceptional students.

We appreciate your continued attention to the provision of services for exceptional student education students. If the bureau can be of further assistance to you in this area, please contact Liz Conn, program director, at 850-245-0475 or via email at liz.conn@fldoe.org

Sincerely,


Monica Verra-Tirado

MVT/lc

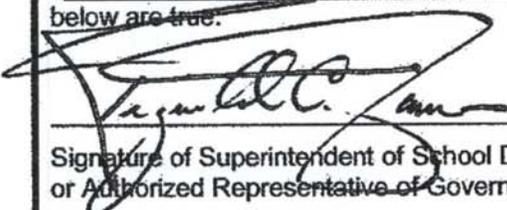
cc: Sharon Thomas
Hershel Lyons
Mary Jane Tappen
K. Renee Jenkins
Liz Conn
Malisha McPhaul

Monica Verra-Tirado, Ed.D., Chief
Bureau of Exceptional Education and Student Services

SP&P SIGNATURE PAGE

| | |
|--|-------------------------|
| School District: | Gadsden |
| Administrator of Exceptional Student Education: | Sharon B. Thomas |
| This document is effective for the 2015–2016 through 2017–2018 school years. | |

CERTIFICATION OF APPROVAL

| | |
|---|---|
| Reginald C. James | do hereby certify that each of the statements below are true. |
|  | 5/17/16 |
| Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency | Date of Approval |

SPECIAL PROGRAMS AND PROCEDURES

The district's *Exceptional Student Education (ESE) Policies and Procedures (SP&P)* document was approved by the governing body for submission to the Florida Department of Education on the date indicated.

The contents of this document preprinted by the Florida Department of Education have not been altered in any way.

The school district shall implement the requirements of any statutes or State Board of Education rules affecting programs for exceptional students during the effective dates of this document.

The school district shall implement the requirements of the Individuals with Disabilities Education Act (IDEA) and its implementing requirements at Section 300 of Title 34 of the Code of Federal Regulations.

SCHOOL DISTRICT POLICIES AND PROCEDURES

Any district-produced policy and procedures documents that meet the following criteria have been submitted to the Florida Department of Education with the SP&P. Such documents:

- Supplement the information contained in the district's SP&P
- Address school district exceptional student education procedures or policies
- Are adopted by the school board as school district policy

FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF K-12 PUBLIC SCHOOLS
BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Gadsden

**EXCEPTIONAL STUDENT EDUCATION
POLICIES AND PROCEDURES (SP&P)**

EFFECTIVE DATE:

2015 through 2016 school year

SIGNATURE PAGE

School District: Gadsden

Administrator of Exceptional Student Education: _____

This document is effective for the 2015 through 2016 school year school years.

CERTIFICATION OF APPROVAL

I, _____, do hereby certify that each of the statements below are true:

Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency

Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

The district's Exceptional Student Education (ESE) Policies and Procedures (SP&P) document was approved by the governing body for submission to the Florida Department of Education (FDOE) on the date indicated.

The contents of this document that were prepared by the FDOE have not been altered in any way.

The school district shall implement the requirements of any statutes or State Board of Education rules affecting programs for exceptional students during the effective dates of this document.

The school district shall implement the requirements of the Individuals with Disabilities Education Act (IDEA) and its implementing requirements at Section 300 of Title 34 of the Code of Federal Regulations.

SCHOOL DISTRICT POLICIES AND PROCEDURES

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- Supplement the information contained in the district's SP&P
- Address school district exceptional student education procedures or policies
- Are adopted by the school board as school district policy

Part I. General Policies and Procedures

Section A: Legal Requirements

Section B: Assurances

Section C.1: Exceptional Student Education Procedural Safeguards

Section C.2: Parental Revocation of Consent for Special Education and Related Services

Section C.3: Transfer of Parental Rights at Age of Majority

Section D: Surrogate Parents

Section E: Individual Educational Plans and Educational Plans for Transferring Exceptional Students

Section F: Access to a Student's Public Benefits or Insurance

Section G: General Education Intervention Procedures

Section H.1: Initiating an Evaluation for Exceptional Student Education

Section H.2: Conducting Student Evaluations and Reevaluations

Section I: Independent Educational Evaluations

Part II. Policies and Procedures for Students with Disabilities

Section A: Instructional Program

Section B.1: Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder

Section B.2: Exceptional Student Education Eligibility for Students who are Deaf or Hard-of-Hearing

Section B.3: Exceptional Student Education Eligibility for Prekindergarten Children who are Developmentally Delayed

Section B.4: Exceptional Student Education Eligibility for Students who are Dual-Sensory Impaired

Section B.5: Exceptional Student Education Eligibility for Students with Emotional or Behavioral Disabilities

Section B.6: Exceptional Student Education Eligibility for Infants or Toddlers Birth through Two Years Old who have Established Conditions

Section B.7: Exceptional Student Education Eligibility for Students who are Homebound or Hospitalized

Section B.8: Exceptional Student Education Eligibility for Students with Intellectual Disabilities

Section B.9: Exceptional Student Education Eligibility for Students with Orthopedic Impairment

Section B.10: Exceptional Student Education Eligibility for Students with Other Health Impairment

Section B.11: Exceptional Student Education Eligibility for Students with Traumatic Brain Injury

Section B.12: Exceptional Education Eligibility for Students with Specific Learning Disabilities

Section B.13: Exceptional Student Education Eligibility for Students with Speech Impairments

Section B.14: Exceptional Student Education Eligibility for Students with Language Impairments

Section B.15: Exceptional Student Education Eligibility for Students who are Visually Impaired

Section B.16: Provision of Occupational Therapy to Exceptional Students as a Related Service

Section B.17: Provision of Physical Therapy to Exceptional Students as a Related Services

Section C: Individual Educational Plan

Section D: Discipline

Section E: Participation in State and District Assessments

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities

Section G: Individualized Family Support Plan for Students with Disabilities Ages Birth through Five Years

Part III. Policies and Procedures for Students

Section A: Exceptional Student Education Eligibility for Students who are Gifted

Section B: Educational Plans for Students who are Gifted

Part IV. Policies and Procedures for Parentally-Placed Private School Students with Disabilities

Section A: Provision of Equitable Services to Parentally-Placed Private School Students with Disabilities

Section B: John M. McKay Scholarships for Students with Disabilities Program

Section C: Florida Personal Learning Scholarship Accounts Program

Part V. Appendices

Appendix A: General Policies and Procedures

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Part I.
General Policies and Procedures

Part I. General Policies and Procedures

Section A: Legal Requirements

Statutory and Regulatory Citations

Title 34 Code of Federal Regulations (CFR) §300.641
 Sections 1003.57, 1003.571, and 1003.573, Florida Statutes (F.S.)
 Rules 6A-6.03411 and 69A-58.0084, Florida Administrative Code (F.A.C.)

Requirement Related to ESE Policies and Procedures

For a school district to be eligible to receive state or federal funding for specially designed instruction and related services for exceptional students, it shall do the following:

1. Develop a written statement of policies and procedures for providing an appropriate program of specially designed instruction and related services for exceptional students
2. Submit its written statement of policies and procedures to the Bureau of Exceptional Education and Student Services (Bureau) for approval
3. Report to FDOE the total number of students in the school district receiving instruction in each special program for exceptional students in the manner prescribed by FDOE

The IDEA corresponding federal regulations, state statutes, and State Board of Education rules relating to special programs for exceptional students serve as criteria for the review and approval of the district's SP&P document.

The school district will submit the SP&P document in accordance with the timelines established in s. 1003.57, F.S., s. 1003.573, F.S., and Rule 6A-6.03411, F.A.C.

Requirement Related to the Use of Restraint and Seclusion

In accordance with s. 1003.573, F.S., *Use of restraint and seclusion on students with disabilities*, the district submitted policies and procedures related to the use of restraint and seclusion by January 31, 2012.

One of the following **must** be selected:

- The district has made **no** changes to their policies and procedures regarding the use of restraint and seclusion.
- The district has made changes to their policies and procedures regarding the use of restraint and seclusion.
- This section is not applicable for the district.

District and School-Based Standards for Documenting, Reporting, and Monitoring the Use of Manual, Physical, or Mechanical Restraint and Seclusion Developed by the FDOE

District Level Standards

Districts shall:

- Have written procedures for reporting incidents of restraint and seclusion using the FDOE web-based reporting system.
- Have policies and procedures for restraint and seclusion on file with the Bureau of Exceptional Education and Student Services.
- Have training for personnel on the use of restraint and seclusion and maintain records of such trainings. The records maintained should include, but not be limited to:
 - Names of personnel trained
 - Description of training received
 - Dates of trainings

- Have a written plan for reducing restraint and seclusion

District Monitoring Standards

Districts shall:

- Have written policies and procedures for monitoring the use of restraint and seclusion for students with disabilities at the classroom, building, school, and district levels.
- Have a plan for reviewing restraint and seclusion data and effectiveness of instructional and behavioral practices used to reduce the use of restraint and seclusion, to include when, where, and why the restraint or seclusion occurred.
- Have policies and procedures for monitoring the use of restraint and seclusion on file with the Bureau of Exceptional Education and Student Services.
- Implement a plan for the purpose of reducing the use of restraint and seclusion that includes activities, skills and resources.
- Ensure that rooms used for seclusion meet the requirements of Rule 69A-58.0084, F.A.C.

School Level Standards

Schools shall:

- Have written school-based procedures for reporting incidents of restraint and seclusion using the FDOE web-based reporting system.
- Have school-based personnel who are trained to enter and report incidents using the FDOE web-based reporting system.
- Follow procedures for written notification of incidents of restraint and seclusion on the day of the incident, including, but not limited to:
 - Providing parents with a notification in writing of any incident of restraint or seclusion. This written notification must include the type of restraint used and any injuries occurring during or resulting from the restraint.
 - Making reasonable efforts to contact the parent via telephone or email on the day of the incident.
 - Obtaining the parent's signed acknowledgement of receipt of the notification.
 - Maintaining the documentation of the parent's signed acknowledgement of notice.
- Follow procedures for written incident reporting, including, but not limited to:
 - Providing parents with a written incident report generated by the FDOE web-based reporting system by mail within three **school** days of any incident of restraint or seclusion.
 - Obtaining the parent's signed acknowledgement of receipt of the incident report.
 - Maintaining the documentation of the parent's signed acknowledgement of receipt of the incident.
- Make a minimum of two attempts to obtain written parent acknowledgement when parents fail to respond to initial notices or incident reports.

District Policies

1. Physical restraint – One of the following must be selected:

In addition to this SP&P document, the district has a written policy regarding allowable use or prohibition of physical restraint. This policy is included in Appendix D.

This SP&P document is the district's only written policy regarding the **allowable use or prohibition of physical restraint.**

2. Seclusion – One of the following must be selected:

In addition to this SP&P document, the district has a written policy regarding allowable use or prohibition of seclusion. This policy is included in Appendix D.

- This SP&P document is the district's only written policy regarding the **allowable use or prohibition** of seclusion.

Assurances

1. School personnel will **not** use a mechanical restraint or a manual or physical restraint that restricts a student's breathing.
2. School personnel will **not** close, lock, or physically block a student in a room that is unlit and does not meet the requirements for seclusion time-out rooms provided in State Fire Marshal Rule 69A-58.0084, F.A.C.

Documentation and Incident Reporting

1. Schools are required to notify the parent or guardian each time manual or physical restraint or seclusion is used with a student with a disability. Such notification will be in writing and provided before the end of the school day on which the restraint or seclusion occurred. In accordance with standards developed by FDOE, the notice must include the type of restraint used and any injuries occurring during or resulting from the restraint. Additionally, reasonable efforts will be taken to notify the parent or guardian by telephone or email, or both, and those efforts will be documented.
2. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she was notified of the student's restraint or seclusion. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the notification when the parent fails to respond to the initial notice.
3. The school will prepare an incident report within 24 hours after a student is released from restraint or seclusion. If the student's release occurs on a day before the school closes for the weekend, a holiday, or another reason, the incident report will be completed by the end of the school day on the day the school reopens. The school will provide the parent with the completed incident report in writing by mail within three school days after the student was manually or physically restrained or secluded.
4. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she **received a copy of the incident report**. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the incident report when the parent fails to respond to the initial report.
5. The following will be included in the incident report:
 - a. The name of the student restrained or secluded
 - b. The age, grade, ethnicity, and disability of the student restrained or secluded
 - c. The date and time of the event, and the duration of the restraint or seclusion
 - d. The location at which the restraint or seclusion occurred
 - e. A description of the type of restraint used in terms established by the FDOE
 - f. The name of the person(s) using or assisting in the restraint or seclusion of the student
 - g. The name of any nonstudent who was present to witness the restraint or seclusion
 - h. A description of the incident, including the following:
 1. The context in which the restraint or seclusion occurred
 2. The student's behavior leading up to and precipitating the decision to use manual or physical restraint or seclusion, including an indication as to why there was an imminent risk of serious injury or death to the student or others
 3. The specific positive behavioral strategies used to prevent and deescalate the behavior

4. What occurred with the student immediately after the termination of the restraint or seclusion
 5. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint or seclusion, documented according to district policies
 6. Evidence of steps taken to notify the student's parent or guardian
6. Incidents of restraint and seclusion are reported to FDOE via a website developed for this purpose, in a manner prescribed by FDOE.

District Procedures

The district has in place policies and procedures that govern (1) parent notification, (2) incident reporting, (3) reporting of district data review, (4) monitoring, (5) training programs, to include a plan for the selection of personnel to be trained, and (6) the district's plan for reducing the use of restraint and seclusion. (*Charter schools, DJJ facilities, and contracted residential facilities must be included.*)

1. Describe the district's procedures for providing the parent with a copy of the **written notice on the day of the incident.**

Describe how parents are provided written notice on the day the restraint or seclusion occurred.

Gadsden County School district highly discourages the use of restraint or seclusion, but in the event either occurs the following procedures are provided:

- Immediately following the episode of Manual/Physical Restraint/Seclusion, the person implementing the restraint/seclusion will notify an administrator/designee of the incident.
- Parents/guardians must be informed of each episode of restraint/seclusion in writing, before the end of the school day on which the restraint or seclusion occurs by the school administrator or designee. The Parent Notification of Manual Physical Restraint form is sent home with the student on the day that the restraint/seclusion takes place. A copy of the notification to the parent is kept at the school level in the student's discipline file.
- The person implementing the restraint/seclusion will complete the form and submit it to the principal for review. The school Administrator/Designee immediately forwards the information to the school level data entry user who prints the report to send to Parent/Guardian with a District cover letter.
- Parents/Guardians must be informed in writing, and acknowledge the notification by signing and returning the notification letter to the school. Reasonable efforts must be taken to notify the parent/guardian by telephone, computerized e-mail or both and these efforts must be documented in writing.
- A copy of the signed notification letter and written, documented contact attempts are maintained in the student's discipline file at the school level. In the event that the signed notification is not returned, the principal or designee will make contact attempts by telephone. If the notice still remains unacknowledged, a copy of the notification will be mailed by Certified Mail (Return Receipt requested).

Specify personnel (by role or title) responsible for preparing the written notice.

The person (by role or title) responsible for preparing the written notice:

- The person implementing the restraint/seclusion will complete the form and submit it to the principal for review. The school Administrator/Designee immediately forwards the information to the school level data entry user who prints the report to send to Parent/Guardian with a District cover letter.

Describe how reasonable efforts are made on the day of the incident to contact the parent by phone or email or both.

Reasonable efforts will be made on the day of the incident to contact the parent by phone and/or email.

- Telephone and email contacts will be documented on the Parent Notification Letter.

How records of the parent's acknowledgement that the written notice was received are retained,

and actions that are taken in the event the parent does not provide a signed acknowledgement of the initial written notice:

- Parents/Guardians must be informed in writing, and acknowledge the notification by signing and returning the notification letter to the school. A copy of the notification letter will also be enclosed.
- A self-addressed stamped envelope will be included for Parent/Guardian to use when returning the signature page.
- A hard copy of this report is maintained in the student's discipline file and ESE file at the school.

Describe how records of the parent's acknowledgement that the written notice was received are retained, and actions that are taken in the event the parent **does not** provide a signed acknowledgement of the initial written notice.

- Parents/Guardians must be informed in writing, and acknowledge the notification by signing and returning the notification letter to the school.
- The written notification of restraint is sent home with the student along with a parent acknowledgment of restraint with a self addressed and stamped envelope.
- If the acknowledgment of restraint is not received by the school within 2 days, the parent is again contacted by the lead teacher in the incident by phone or email and again at 5 days if it is still not received.
- The parent notifications are recorded on a contact log.
- A hard copy of the incidence report and notification attempts are maintained in the student's discipline file at the school.

2. Describe the district's procedures for providing parents with a copy of the incident report within three school days of the incident.

Specify personnel (by role or title) responsible for preparing the incident report.

The school administrator/designee completes the state reporting data entry within twenty-four (24) hours after the incident. The report is printed and sent to the parent/guardian, with a cover letter, within three school days of the event.

Describe how the parents are provided a copy of the incident report within three school days of the incident.

- The report is provided to the parent/guardian with a cover letter. Ways in which the report may be provided to the parents include:
- Sent home by student with a self-addressed envelope for parent/guardian to return signature
 - Given to the parent/guardian face-to-face and signature is requested
 - Hand-delivered to the parent/guardian by school personnel/designee and signature is requested
 - A copy of the report is sent to the parent(s)/guardian(s) by U.S. mail

Describe how records of the parent's acknowledgement that the written report was received are retained, and actions that are taken in the event the parent does not provide a signed acknowledgement of the initial incident report.

- Parents/Guardians must be informed in writing, and acknowledge the notification by signing and returning the notification letter to the school.
 - Acknowledgement of Receipt of Incident Report is mailed within 24 hours of the restraint to the parent along with the incident report and a self addressed, stamped envelope.
 - If the acknowledgement is not returned within 2 school days with a parent signature, the lead teacher contacts the parent by phone or email. If it is not received within 5 days after the incident, the lead teacher again contacts the parent by phone or email.
 - All contacts and contact attempts are recorded on a contact log.
 - A hard copy of the incidence report and notification attempts are maintained in the student's discipline file at the school.
- .If parent or parent's representative is non-responsive, a social worker or school resource officer makes a home visit to ensure that the parent (or parent's representative) receives and understands the documents.

How does the district monitor the implementation of restraint and seclusion practices to include reporting requirements in the following?

- Charter schools
- DJJ facilities
- Contracted residential facilities

The District's Exceptional Student Education and Student Services Department reviews the restraint and seclusion reporting documents. Charter schools follow the same process as all district schools and have been trained in the reporting requirements. The restraint/seclusion data is reviewed monthly with the school principal. The district does not have a Department of Juvenile Justice (DJJ) facility or contracted residential facilities.

3. Describe the district's **review of data** and reporting procedures. Specify personnel (by role or title) responsible for collecting **data in the web-based reporting system within the school, and to whom it is reported at the school and district level.** (e.g., principal, ESE director, superintendent).

- The school administrator/designee is responsible for collecting and reporting data within the school to the ESE Director on a monthly basis.
- The Director of ESE is responsible for collecting and reporting data within the district to the Superintendent, Assistant Superintendent for Academic Services and principals on a quarterly basis.

Provide information regarding the timelines, process and documentation for review of data and reporting within the district.

District data from the FLDOE website will be compiled monthly by school administrators/designee and compiled quarterly by the ESE Director in order to evaluate the extent to which the use of Manual Physical Restraint or seclusion is being used. Also, data will be used to evaluate if those methods were in accordance with the district policies, including reporting requirements.

4. Describe the district's procedures for monitoring data collection and reporting and the use of restraint and seclusion at the classroom, building, and district level. These monitoring procedures must address when, where, and why students are restrained or secluded and the frequency of the occurrences of restraint or seclusion, including prone and mechanical restraint. (*Charter schools, DJJ facilities, and contracted residential facilities must be included.*)

Describe how the district will monitor school practices related to the data collection and reporting to parents, including (a) data entry into the FDOE web-based system; (b) content of the written notice; (c) email or telephone attempts to contact parents on the day of the incident; (d) provision of written notice and incident reports to the parent within the required timelines; (e) maintaining documentation of the parent's acknowledgements of the receipt of written notices and reports; and (f) making additional attempts to obtain written parent acknowledgement when the parent fails to acknowledge the initial written notice or incident report.

The district ESE Program Specialists monitor student discipline folders on a monthly basis to ensure that they contain copies of the following: a) the same day parent notification of restraint that contains all the required information; b) parent acknowledgement of the notice of restraint, including documentation of at least two attempts to obtain parent acknowledgement of notification when applicable; c) the incident report entered into the FDOE web-based system and provided to parents within the required timelines; d) acknowledgement of receipt of the incident report including documentation of at least two attempts to obtain parent acknowledgement when applicable; e) the contact record log documenting emails or phone calls to parents on the day of the incident; and f) restraint data form. The records are monitored at the school level by the ESE Program Specialist and the lead teacher to ensure compliance with notification, receipt of records and record storage.

Describe how the district will monitor school practices related to when, where, and why students are restrained and secluded at the classroom, building, and district level.

After each incident, the team has a debriefing facilitated by the lead teacher to determine antecedent behaviors, discuss the roles assumed by participants in the incident and to ensure compliance with Crisis Prevention Intervention (CPI). The lead teacher also discusses the incident with the building level administrator and ESE Program Specialist, who notify the district ESE director. After each restraint, the safety of the student is discussed as well as the need for additional behavioral supports, evaluation or training.

Describe how information about restraint and seclusion data is (a) shared with school and classroom personnel directly involved in the use of restraint and seclusion and (b) reviewed to assess, develop or revise and implement effective behavioral strategies and instructional practices for students who are frequently restrained or secluded.

Information about restraint and seclusion data is shared by the ESE Program Specialist, School Administrator and the lead ESE teacher with the school personnel directly involved in the use of restraint and seclusion. The data as well as state and district goals are discussed with school personnel on a monthly basis. The Behavior Intervention Plan of the student is reviewed to ensure that behavior strategies and instructional practices are in place and appropriate for the student. The plan is reviewed to determine if the student is responding to the interventions that are put in place. If the student is not making progress, the plan is reviewed and revised to meet the needs of the student.

5. Describe the district's training for personnel on the use of restraint and seclusion and how records of such trainings are maintained. The records maintained should include, but not be limited to, names of personnel trained, description of training received, and dates of trainings. (*Charter schools, DJJ facilities, and contracted residential facilities must be included.*)

Describe the programs the district uses to train personnel with regard to the use of restraint and seclusion; if multiple programs are used within the district, describe how decisions are made with regard to when a particular program is selected.

Crisis Prevention Intervention (CPI) is used to train personnel. - This program fits with the district's philosophy in that the training now includes more interventions to prevent behavior problems (and avoid the use of restraint and seclusion).

Describe how the district implements professional development on the selected training program(s).

The training is provided by Florida Diagnostic Learning Resources System (FDLRS). The trainer is a certified trainer who works to ensure that training participants have a working knowledge and understanding of the program.

Describe how the district maintains records on the training of personnel with regard to restraint and seclusion.

Personnel who complete the training receive a Certificate of Completion to show that they are certified and trained in CPR. FDLRS maintains records of persons who have completed the training. FDLRS also provides the district with a copy of persons who completed the training.

[Empty box for text entry]

If the training program used requires periodic "refresher training," indicate the intervals at which this occurs and how.

Personnel who are already certified receive annual training (called a "Refresher Course"). This refresher course is a one day training. Personnel who let their certificates expire, along with persons who are taking the course for the first time must take the initial course (which is a three-day training). FDLRS keeps a list of persons who need the training and at what interval the training is needed.

Describe the district's plan with regard to the selection of personnel to be trained in restraint and seclusion.

The district chooses personnel to be trained in restraint and seclusion based upon whether they are employed at a school site that serves students who may exhibit behaviors that are dangerous to self or others. This would include teachers, paraprofessionals, administrators or other personnel, as appropriate. The district ESE Director in collaboration with the school principal and program specialist make the specific decision as to who will be trained.

Indicate whether all charter schools in the district use the same crisis management program as that described for use in district-operated schools.

Charter Schools use the same crisis management program as district operated schools. Charter Schools attend the Nonviolent Crisis Intervention trainings along with district school personnel.

If no, indicate by charter school the name of the crisis management program used?

[Empty box for text entry]

6. The district is required to have a plan for reducing the use of restraint and seclusion, particularly in settings where it occurs frequently or with students who are restrained repeatedly, and for reducing the use of prone restraint and mechanical restraint. The plan must include a goal for reducing the use of restraint and seclusion and must include activities, skills, and resources needed to achieve that goal. Charter schools, DJJ facilities, and contracted residential facilities must be included. Activities may include, but are not limited to, the following:
- a. Additional training in positive behavioral support and crisis management
 - b. Parental involvement
 - c. Data review
 - d. Updates of students' Functional Behavioral Assessments (FBAs) and Positive Behavioral Intervention Plans (PBIPs)
 - e. Additional student evaluations
 - f. Debriefing with staff
 - g. Use of schoolwide positive behavior support
 - h. Changes to the school environment

In the text box below:

- a. Include the total number of incidents of **restraints** for the 2013-14 school year and the 2014-15 school year.
- b. Indicate the percentage of **increase** or **decrease** in the 2014-15 **rate**.
- c. Provide a rationale for the district's **increase** or **decrease** in incidents when comparing the data.
- d. Note whether or not the district attained the 2014-15 goal for rate reduction and the difference between 2014-15 percentage goal and the actual 2014-15 percentage rate.

Total number of restraints for 2013-2014 = 0
 Total number of restraints for 2014-2015 = 0

Does the district prohibit the use of restraint?

Yes

No

If the district allows the use of restraint, specify the district's measurable annual goal for the 2015-16 school year for reducing the number of incidents of restraint (goal must include a percentage for reduction).

Does the district have a policy in place that prohibits the use of prone restraint?

Yes

No

If not, describe how and when prone restraint is being used.

N/A

If there is no policy that prohibits the use of prone restraint, include a plan for reducing the use of prone restraint.

N/A

Does the district have a policy in place that prohibits the use of mechanical restraint?

Yes

No

If not, describe what mechanical restraints are being used and how they are being used.

The district does not use mechanical restraint.

If there is no policy that prohibits the use of mechanical restraint, include a plan for reducing the use of mechanical restraint.

NA

Describe the following:

- a. Data reviewed from the 2014-15 school year (which must include primary exceptionality and race or ethnicity of students restrained and type of restraint used).
- b. How the data and the problem-solving process informed your district's plan.
- c. How the data and the problem-solving process determined the measurable annual goal for the reduction of **restraint** for the 2015-16 school year.

No restraints or seclusions within the district for the last three academic school years, is due to the consistent training and problem-solving that takes place on a consistent basis. The school personnel regularly review the Behavior Intervention Plans of students who have had incidences of restraint. Supports and plans are put in place and/or changed to meet the needs of the students. The goal for students is to have them participate safely in their educational environment without the use of restraint.

The following are examples of activities that may be considered for the purpose of reducing the use of restraint.

- Implement student-specific strategies such as: reviewing individual educational plans (IEPs) and Section 504 plans; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress
- Implement district and school strategies for increasing parental involvement

- Introduce or strengthen Multi-Tiered Systems of Support (MTSS), which could include schoolwide positive behavioral support
- Provide additional professional development training in positive behavioral support and crisis management
- Problem solve with school administrators to make data-driven decisions regarding school environments

Describe the following:

- Activities that are a part of the district's plan to reduce the use of **restraint**.
- Resources that are a part of the district's plan to reduce the use of **restraint**.

-Implement student-specific strategies such as: reviewing Individual Educational Plans (IEPs) and Section 504 plans; conducting evaluations or reevaluations and Functional Behavior Assessments (FBAs); evaluating the effectiveness of Positive Behavior Intervention Plans (PBIPs) and health care plans specific to individual students' responses and progress

-Implement district and school strategies for increasing parental involvement

-Introduce or strengthen Multi-tiered System of Supports (MTSS), which could include school-wide positive behavioral support

-Provide additional professional development training in positive behavioral support and crisis management

-Problem solve with school administrators to make data-driven decisions regarding school environments

-Monitoring programs district-wide

In the text box below:

- Include the total number of incidents of **seclusion** for the 2013-14 school year and the 2014-15 school year.
- Indicate the percentage of **increase** or **decrease** in the 2014-15 **rate**.
- Provide a rationale for the district's **increase** or **decrease** in incidents when comparing the data.
- Note whether or not the district attained the 2014-15 goal for rate reduction and the difference between 2014-15 percentage goal and the actual 2014-15 percentage rate.

Total number of seclusion for 2013-2014 = 0
 Total number of seclusion for 2014-2015 = 0

The total number of restraints and seclusions remained consistent across both academic school years (0%).

The district met/maintained our goal of no restraints and seclusions. On-going problem-solving, crisis management and positive behavioral support training will continue to be provided.

Does the district prohibit the use of seclusion?

- Yes
- No

If the district allows the use of seclusion, specify the district's measurable annual goal for the 2015-16 school year for reducing the number of incidents of seclusion (goal must include a percentage for reduction).

The district will maintain zero as the number of incidents of seclusion for the 2015-2016 school year.

Describe the district's procedures for ensuring that seclusion rooms meet the requirements of State Fire Marshal Rule 69A-58.0084, F.A.C., by addressing each of the following:

Who coordinates the inspection conducted by the Fire Marshal?

The district's Director of Maintenance and Facilities coordinates the inspection conducted by the Fire Marshal.

How is the safety of the seclusion rooms monitored?

The Local Fire Safety Inspector for the district along with the district's hired inspector inspects the seclusion rooms. The day-to-day inspections are conducted by the teacher and behavioral specialist who report any problems to the principal. The principal reports the problems to the district's Director of Maintenance and Facilities.

How are the results of the inspection reported to the district?

Results are reported to the State of FL fire marshal through the local fire and safety inspectors. The independent fire safety inspector's reports are sent to the district. The results are approved by the school board.

Describe the district's procedures for correction when a seclusion room is found to be in violation of State Fire Marshal Rule 69A-58.0084, F.A.C.

Violations are reported through independent and local inspectors. If a problem is sited by the local official the problem is corrected through the school district's maintenance and facilities department. Identified problems are resolved immediately.

Describe the district's use of seclusion rooms by addressing each of the following.

How many seclusion rooms does the district have that meet State Fire Marshal Rule 69A-58.0084, F.A.C.?

One (located in the elementary classroom for students with Emotional/Behavioral Disabilities).

Where are the schools in which the seclusion rooms are located?

The seclusion room is located at Stewart Street Elementary School (where the specialized program for elementary students with Emotional/Behavioral Disabilities is located).

When are the seclusion rooms used?

The seclusion room is used as a last alternative for a student whose behavior has escalated to the point where his safety and the safety of others is at risk.

How are the seclusion rooms used?

The student whose safety is at risk is escorted to the room where he/she is constantly monitored by the appropriate staff (during the entire seclusion time period). The student is placed in seclusion room when his behaviors put his safety and the safety of others at risk.

Describe the following:

- a. Data reviewed from the 2014-15 school year (which must include primary exceptionality and race or ethnicity of students **secluded**).
- b. How the data and the problem-solving process informed your district's plan.
- c. How the data and the problem-solving process determined the measurable annual goal for the reduction of **seclusion** for the 2015-16 school year.

No students were restrained or secluded.

The school personnel use positive behavior supports and a multi-tiered system of supports that focus on helping the student successfully participate in school without the use of restraints. The supports include (but are not limited to) counseling, small group settings (as needed), anger management sessions, positive behavior rewards, etc. The school district partners with Mental Health Counselors and Agencies to assist in the provision of services to students.

The following are examples of activities that may be considered for the purpose of reducing the use of seclusion.

- Implement student-specific strategies such as: reviewing IEPs and Section 504 plans; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress
- Implement district and school strategies for increasing parental involvement
- Introduce or strengthen MTSS, which could include schoolwide positive behavioral support
- Provide additional professional development training in positive behavioral support and crisis management
- Problem solve with school administrators to make data-driven decisions regarding school environments

Describe the following:

- a. Activities that are a part of the district's plan to reduce the use of **seclusion**.
- b. Resources that are a part of the district's plan to reduce the use of **seclusion**.

- Implement student-specific strategies such as: reviewing Individual Educational Plans (IEPs) and Section 504 Plans; conducting evaluations/reevaluations and FBAs; evaluating responses/progress.
- Implement district and school strategies for increasing parental involvement.
- Introduce or strengthen multi-tiered systems of support (MTSS), which could include school-wide positive behavioral support.
- Provide additional professional development training in positive behavioral support and crisis management.
- Problem solve with school administrators to make data-driven decisions regarding school environments.

Part I. General Policies and Procedures

Section B: Assurances

Statutory and Regulatory Citations

Title 34 CFR §§99.7, 300.111, 300.172, 300.226, 300.613-300.621 and 300.646
 Chapters 468, 486, 490 and 491, F.S.
 Sections 393.17, 627.6686, 641.31098, 1002.20, 1002.22, 1003.4282, 1003.57, 1003.572,
 1006.03, 1011.62, 1012.32 and 1012.321, F.S.
 Rules 6A-1.0955, 6A-6.03028 and 6A-6.0311, F.A.C.

Full Educational Opportunity Goal (FEOG)

The district assures provision of full educational opportunity to all children with disabilities, aged three through 21, using the kind and number of facilities, personnel, and services necessary to meet this goal. A Free Appropriate Public Education (FAPE) is available to all students with disabilities upon determination of need.

Information to be Provided at Initial Meeting of a Student's IEP Team

In accordance with s. 1003.57(1)(j), F.S., the district school board shall provide each parent with information regarding the amount that the school district receives from the state appropriation for each of the five exceptional student education support levels for a full-time student. The school district shall provide this information at the initial meeting of a student's Individual Educational Plan (IEP) team.

Ages of Students Served - One of the following **must** be selected.

For students with disabilities who have not graduated with a standard diploma, the district will:

- Provide services until the day the student turns twenty-two (22)
- Provide services until the end of the semester in which the student turns twenty-two (22)
- Provide services through the last instructional day of the school year for all students in the district in which the student turns twenty-two (22), provided that the student was twenty-one (21) years old on the first instructional day of school for all students in the district

Indicate if the district (including charter schools) serves infants and toddlers with disabilities, ages birth through two, in collaboration with Local Early Steps:

One of the following **must** be selected:

- Yes
- No

Note: Districts may provide FAPE to a child who will turn three during the school year. If this is the only circumstance for which the district would provide services to a child who is two years of age, **no** should be checked.

Indicate if the district (including charter schools) serves prekindergarten children with disabilities, ages three through five:

One of the following **must** be selected

- Yes
- No

Parental Input and Meetings

In accordance with section 1002.20 (21) (a), F.S., Meetings with school district personnel, parents of public school students may be accompanied by another adult of their choice at any meeting with school district personnel. School district personnel may not object to the attendance of such adult or discourage or attempt to discourage, through any action, statement, or other means, the parents of students with disabilities from inviting another person of their choice to attend any meeting. Such prohibited actions include, but are not limited to, attempted or actual coercion or harassment of parents or students or retaliation or threats of consequences to parents or students.

1. Such meetings include, but are not limited to, meetings related to: the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an IEP; the development of a 504 accommodation plan issued under s. 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the educational environment, discipline, or placement of a student with a disability.
2. The parents and school district personnel attending the meeting shall sign a document at the meeting's conclusion stating whether any school district personnel have prohibited, discouraged or attempted to discourage the parents from inviting a person of their choice to the meeting.

Collaboration of Public and Private Instructional Personnel

Section 1003.572, F.S., provides:

1. As used in this section, the term "private instructional personnel" means:
 - a. Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098.
 - b. Speech-language pathologists licensed under s. 468.1185.
 - c. Occupational therapists licensed under part III of chapter 468.
 - d. Physical therapists licensed under chapter 486.
 - e. Psychologists licensed under chapter 490.
 - f. Clinical social workers licensed under chapter 491.
2. The collaboration of public and private instructional personnel shall be designed to enhance but not supplant the school district's responsibilities under the Individuals with Disabilities Education Act (IDEA). The school as the local education agency shall provide therapy services to meet the expectations provided in federal law and regulations and state statutes and rules. Collaboration of public and private instructional personnel will work to promote educational progress and assist students in acquiring essential skills, including, but not limited to, readiness for pursuit of higher education goals or employment. Where applicable, public and private instructional personnel shall undertake collaborative programming. Coordination of services and plans between a public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.
3. Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel must be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:
 - a. The student's public instructional personnel and principal consent to the time and place.
 - b. The private instructional personnel satisfy the requirements of s. 1012.32 or s. 1012.321, F.S.

For the purpose of implementing this subsection, a school district may not impose any requirements beyond those requirements specified in this subsection or charge any fees.
4. The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate public education under IDEA.

Written Agreements

1. The district assures that written agreements are on file in the district for multi-district programs and for the assignment of instructional personnel to a facility operated by another agency or organization. These written agreements have been developed and approved by all participating school boards or agencies. Each such agreement, in accordance with Rule 6A 6.0311, F.A.C., includes but is not limited to:
 - a. Designating responsibilities for the implementation of district procedures
 - b. Providing transportation

- c. Providing program and staff supervision
- d. Funding programs
- e. Dissolving the agreement

2. Written agreements are on file for the provision of special education and related services **to this district's** exceptional students through multi-district programs.

- Yes
- No

If **yes**, include the name(s) of the district(s) providing services and the types of ESE services provided by each district.

District Providing Services:
Leon County School District

1) Leon County School District provides services for students with significant cognitive deficits for whom the Individual Educational Plan (IEP) Team determines that services must be provided in public center school placement.

2) Leon County School District provides services for students identified as Deaf or Hard-of-Hearing and for whom the IEP team determines that needs cannot be met in the Gadsden County School District.

3. Written agreements are on file for the provision of special education and related services to exceptional students **from other districts** through multi-district programs.

- Yes
- No

If **yes**, include the name(s) of the district(s) receiving services and the types of ESE services provided for each district.

4. Agreements for assigning instructional personnel to a facility operated by other agencies or organizations are on file in this district.

- Yes
- No

If **yes**, include the name of each agency and the instructional personnel assigned for each facility.



Department of Juvenile Justice Facilities

Statutory and Regulatory Citations

Sections 1002.42 , 1003.01 1003.52, 1003.57, 1003.573, 1011.62 and 1012.42, F.S.
 Rules 6A-1.045111, 6A-1.0503, 6A-6.0334, 6A-6.0361 and 6A-6.05281, F.A.C.

The district school board of the county in which the residential or nonresidential Department of Juvenile Justice facility is located shall provide appropriate educational assessments and an appropriate program of instruction and special education services, including all services and documentation required by federal and state laws. Districts have the option of providing the educational services directly or may enter into a contract with a private provider to provide educational services.

In accordance with section 1003.01(11)(b), F.S., "Juvenile justice provider" means the Department of Juvenile Justice, the sheriff, or a private, public, or other governmental organization under contract with the Department of Juvenile Justice or the sheriff that provides treatment, care and custody, or **educational programs** for youth in juvenile justice intervention, detention, or commitment programs.

How does the district provide educational programs for students with disabilities in the district's county jail?

When the school district is notified that a student with disabilities is held in the district's county jail an Individual Educational Plan Review is held with the student's parents

Districts that enter into a contract with a private provider are responsible for oversight. For exceptional students, districts should ensure that exceptional students have a current individual educational plan (IEP), that the IEP contains measurable annual goals (including academic and functional), that the IEP is being implemented, that parents are invited to the IEP team meeting, and that the appropriate team members are present at the meeting.

Placement in a residential facility of a student with a disability by a public agency other than the school district

- a. In accordance with s. 1003.57(3), F.S., an exceptional student with a disability may be placed in a private residential care facility by the Department of Children and Families, Agency for Persons with Disabilities, or Agency for Health Care Administration. For this purpose, "placement" is defined as the funding or arrangement of funding by an agency for all or a part of the cost for an exceptional student with a disability to reside in a private residential care facility and the placement crosses school district lines.
- b. The private residential care facility, or a residential facility that is operated, licensed, or regulated by a public agency shall ensure that, within 10 business days of a student with a disability being placed in the facility,

written notification of the placement is provided to the school district where the student is currently enrolled and counted for funding purposes under s. 1011.62, F.S. (sending school district), and the school district where the residential facility is located (receiving school district). If the student is not currently counted for funding purposes in the school district in which the legal residence of the student is located, the school district in which the legal residence of the student is located also shall be notified by the residential facility in writing within the required timeline. The placing agency shall collaborate with the residential facility to determine how that notification will be provided within the required timeline.

- c. In accordance with subsection (3) of Rule 6A-6.0334, F.A.C., the sending school district shall take reasonable steps to promptly respond to the residential facility's request for transmittal of the student's educational records. If the student's placement in the residential care facility occurs while the notification and procedures regarding payment are pending, the student shall remain enrolled in the sending school district and the sending school district shall collaborate with the residential care facility to ensure that the student receives a free and appropriate public education, special education, and related services, including services comparable to those described in the current IEP, until the notification and procedures regarding payment are completed.

Each school district is responsible for assuring the proposed program at the nonpublic school or community facility is appropriate to meet the educational needs of the exceptional student with a disability, or early intervention needs of the infant or toddler with a disability, placed through a contractual agreement. This is not meant to limit the responsibility of agencies in the state other than the district school boards from providing or paying some or all of the cost of a free appropriate public education or early intervention services to be provided to children with disabilities ages birth through 21 years.

Contractual Arrangements with Private Schools

Statutory and Regulatory Citations

Section 1003.52, F.S.
Rules 6A-6.0361, F.A.C.

1. Each school district shall provide special education and related services to an exceptional student with a disability through a contractual agreement with an approved nonpublic school or community facility under **any** of the following circumstances:
 - a. When the school district determines that no special educational program offered by the district, a cooperating school district, or a state agency can adequately meet the educational program needs for a student
 - b. For the provision of the educational component of a residential placement for an exceptional student with a disability when such a placement is made by another public agency for the primary purpose of addressing residential or other noneducational needs. The student's IEP may reflect that the residential placement is not required for the student to benefit from special education that could otherwise be provided by the school district during the day
 - c. For the provision of a non-residential interagency program for an exceptional student with a disability that provides educational programming in accordance with the student's IEP
 - d. In collaboration with the Part C Early Steps Program for the provision of early intervention services for an infant or toddler with a disability when the school district has determined that a nonpublic or community facility can provide appropriate services for the infant or toddler in accordance with an Individualized Family Support Plan (IFSP)

The requirements of this subsection do not apply when a school district provides educational assessments and a program of instruction and special education services to students in the custody of Department of Juvenile Justice programs who are served in residential and nonresidential care facilities and juvenile assessment facilities located in the school district in accordance with section 1003.52(3), F.S.

District Responsibilities

1. Before the school district executes a contract with a nonpublic school or community facility, the school district will determine that the school or facility:
 - a. Has qualified personnel as defined in Rule 6A-1.0503, F.A.C., or appropriate licensing entities and appoints noncertified instructional personnel according to the policies required in Rule 6A-1.0502, F.A.C. Personnel in an out-of-state nonpublic school or community facility shall be certified or licensed in

- accordance with the standards established by the state in which the nonpublic school or community facility is located.
- b. Provides instructional school day and year consistent with s. 1011.61, F.S, taking into account the number of school hours or school days provided by the school district.
 - c. Maintains current sanitation and health certificates and fire inspections for each appropriate building and will be open for inspection by appropriate authorities.
 - d. Protects the confidentiality of student records and information and assures the provision to the parent or student whose rights have transferred upon reaching the age of majority (age 18), the right of access, copies, amendments, and hearings as specified in Rule 6A-1.0955, F.A.C.
 - e. Designates staff member to be responsible for the administration of the provisions of the contract and supervision of the educational program provided to each student, or early intervention services provided to each child age birth through two years, under the contract.
 - f. Has written procedures for admission, dismissal, and separation of students, if appropriate.
 - g. Has a written description of the support services that are available and will be provided to each student placed under a contract in accordance with each student's IEP or each child's IFSP.
 - h. Has written policies concerning: care of the student in emergencies; clinical and administrative records; personnel policies; staff duties; fee schedules; food services; and insurance coverage.
 - i. Complies with requirements of: the Office for Civil Rights (OCR); the Americans with Disabilities Act (ADA); Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Boy Scouts of America Equal Access Act (Section 9525 of the Elementary and Secondary Act of 1965, as amended by the No Child Left Behind Act of 2001).
 - j. Files reports with the Department of Education as prescribed in s. 1002.42, F.S., if applicable.

Contents of Contract

1. A contract between a district school board and a nonpublic school or community facility to provide educational programs for an exceptional student with a disability, or early intervention services to a child with a disability age birth through two, shall not extend beyond the school district's fiscal year, and shall include at least the following:
 - a. Written assurance that the nonpublic school or community facility is staffed by qualified personnel as defined by rule 6A-1.0503, F.A.C., or an appropriate and identified licensing entity.
 - b. A description of the scope of service provided by the nonpublic school or community facility and how it relates to the IEP of the exceptional student with a disability or the IFSP of the infant or toddler with a disability.
 - c. Provision for reporting to appropriate school district personnel and the parent on the student's progress in meeting the annual goals in accordance with the IEP or the child's and family's progress in meeting the major outcomes in accordance with the IFSP.
 - d. Provision for appropriate school personnel to review the program provided by the nonpublic school or community facility and to confer with the staff of the nonpublic school or community facility at reasonable times.
 - e. Provision for reporting to appropriate school district personnel any non-attendance of the exceptional student with a disability or the infant or toddler with a disability.
 - f. Provision for notifying appropriate school district personnel and the parent of the use of seclusion or restraint of the student, in accordance with section 1003.573, F.S.
 - g. The method of determining charges and sharing costs with other agencies for the placements under the contract, including the projected total cost to the school district.
 - h. Identification of financial responsibility.

- i. Method of resolving interagency disputes. Such methods may be initiated by district school boards to secure reimbursement from other agencies.
- j. A schedule for review of the program being provided to the exceptional student with a disability or the infant or toddler with a disability, through the contract.
- k. Provision for terminating the contract.
- l. Written assurance of compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

Additional District Responsibilities

When contracting with a nonpublic school or community facility, in accordance with Rule 6A-6.0361, F.A.C., the school district shall be responsible for at least the following:

1. Selecting an appropriate nonpublic school or facility in consultation with the parent and other appropriate agency personnel
2. Providing for transportation for students age three through 21 years
3. Maintaining a case file including progress reports and periodic evaluations of the exceptional student with a disability, or infant or toddler with a disability
4. Verifying that the child is a resident of the school district and is enrolled in, or has made application for admittance to, a school district program
5. Providing for the cost of the student's educational program or early intervention services as specified in the contract
6. Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the out-of-field notification requirements of s. 1012.42, F.S.
7. Providing an appropriate educational program for the student in the least restrictive environment based on an annual or more frequent review of the student's IEP, or early intervention services in a natural environment based on a six-month or more frequent review of the child's IFSP
8. Maintaining copies of the IEPs or IFSPs in the district and providing copies of the IEPs of students who are in residential placements to the Department of Education, Bureau of Exceptional Education and Student Services
9. Reporting, data collection, and monitoring the use of seclusion or restraint of the student, in accordance with s.1003.573, F.S.

Florida Educational Finance Program (FEFP) Funds

When an exceptional student with a disability, or infant or toddler with a disability, is enrolled in a nonpublic school or community facility program under contractual arrangement for providing a special educational program or early intervention services as provided herein, the student, or infant or toddler, shall generate FEFP funds for the school district in the appropriate cost categories as established in s. 1011.62, F.S., as outlined below.

1. The nonpublic school or community facility program meets the criteria referenced under **District Responsibilities**.
2. The student is regularly attending the program, and the length of the school day and minimum number of days are in compliance with Rule 6A-1.045111, F.A.C.
3. The student is appropriately identified as an exceptional student with a disability by the school district, or the infant or toddler has been determined eligible as an infant or toddler with a disability by the Part C Early Steps Program, but does not include students identified solely as gifted.
4. An IEP or IFSP for the student has been developed as required.
5. Full-time equivalent student membership for each exceptional student with a disability, or infant or toddler with a disability, under a contractual arrangement is included in the school district's report of membership.

- 6. Annually and prior to the first report of full-time equivalent membership for a student in a residential placement in a nonpublic or community facility program, a copy of the contracts signed by all participating parties shall be filed with the Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services, 325 West Gaines Street, Tallahassee, Florida 32399.

When a school district contracts for the educational component of a residential placement for a group of students, one (1) contract with student names or individual contracts shall be filed.

Notes:

When an exceptional student with a disability is offered an appropriate educational program by the school district and the parent waives his opportunity in favor of a nonpublic program selected by the parent, the parent shall assume full financial responsibility for the student's education.

Section 1003.57(2)(a), F.S., states, "an exceptional student with a disability who resides in a residential facility and receives special instruction or services is considered a resident of the state in which the student's parent is a resident." The statute further indicates that nonresident students with disabilities being serviced in residential facilities "may not be reported by any school district for FTE funding in the Florida Education Finance Program (FEFP)."

The district contracts for special education and related services with nonpublic schools, residential facilities, or community facilities.

One of the following **must** be selected:

Yes

No

If **yes**, describe the district's procedures for the following:

Determining that the school or facility meets the required criteria before a contract with a nonpublic school or community facility is completed.

Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the **out-of-field notification requirements** of s. 1012.42, F.S.

NA

Maintaining copies of the IEPs or IFSPs in the district and providing copies of the IEPs of students who are in residential placements to the Florida Department of Education, Bureau of Exceptional Education and Student Services.

NA

Limited English Proficiency (LEP) Students

The school district assures that LEP students who are also students with disabilities have programming and services pursuant to federal and state laws and regulations

Child Find

1. The State has assigned to local school districts and the Florida Diagnostic and Learning Resources System (FDLRS) associate centers the responsibility for fully informing parents about the requirements of identifying, locating, and evaluating students with disabilities in accordance with 34 CFR 300.111 and ss. 1006.03 and 1003.57, F.S.
2. The focus for FDLRS's child find activities is children birth to five years of age and children attending **nonpublic** schools. FDLRS also serves as a link between school districts and the identification, location, and evaluation services of the local Early Steps programs, county health units, Head Start, Florida School for the Deaf and the Blind (FSDB), and the individual school districts.
 - a. In addition to these functions, FDLRS centers have been authorized to provide testing and evaluation services to nonpublic school pupils or other children who are not enrolled in public schools and to assist districts in providing testing and evaluation services for high-risk or infants and preschool children with disabilities.
3. For parentally-placed private school students, the district in which the private school is located has the responsibility for child find if the private school is **nonprofit**. If the private school is **for-profit**, the district of the student's residence has the child find responsibility.

Confidentiality of Student Records

In accordance with 20 United States Code (U.S.C.) § 1232g, 34 CFR §§300.613–300.621, section 1002.22, F.S., and Rule 6A-1.0955, F.A.C., the district assures that a formal policy is in place to guarantee the confidentiality of student records. This policy includes the following:

1. Access rights
 - a. The district will permit parents to inspect and review any educational records relating to their children that are collected, maintained, or used by the district, without unnecessary delay and before any meeting regarding an IEP, IFSP, or educational plan (EP), or any hearing relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the student, and in no case more than 30 days from the request. The parent has the right to:
 - A response from the district for reasonable explanation and interpretation of the records
 - Request that the district provide copies of the records if failure to do so would deprive the parent of the right to review the records
 - Have a representative of the parent inspect and review the records

- b. The district presumes that the parent has authority to inspect and review records relating to that parent's child unless otherwise advised that the parent does not have such authority.
- c. The district keeps a record of parties obtaining access to student records, other than the parent or authorized district or school employees, which includes the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
- d. When the educational record includes information about more than one student, the parent may review the information relating only to that parent's child.
- e. The district will provide the parent, upon request, a list of the types and locations of educational records relating to that parent's child.
- f. The district may charge a fee for copies of records if the fee does not prevent the parent from accessing the records. A search or retrieval fee may not be charged.

2. Amendment of student records

- a. The student's parent who believes that information within the student's educational records contains inaccurate or misleading information, or violates the privacy or other rights of the child, may request that the district amend the information.
- b. The district will decide whether to amend the information in accordance with the request within a reasonable period of time.
- c. If the district refuses to amend the information, it will inform the parent of the refusal and advise the parent of the right to a hearing, in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974.
- d. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will amend the record accordingly and inform the parent in writing.
- e. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will inform the parent of the right to place in the record a statement commenting on the information or setting forth any reason for disagreement with the decision of the district.
- f. Any explanation placed in the student's record will be maintained by the district as part of the student's record as long as the district maintains the record or the contested portion. If the record is disclosed by the agency to any party, the explanation will also be disclosed.

3. Consent

- a. Parental consent will be obtained before personally identifiable information is disclosed to anyone other than officials of the district or other party with a legitimate interest in the record, or as specifically authorized by FERPA and s. 1002.22, F.S.
- b. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before personally identifiable information is released to officials of participating agencies that provide or pay for transition services.
- c. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before any personally identifiable information about a child is released between school district officials where a private school is located and officials in the school district of the parent's residence in situations involving parentally placed private school students.

4. Safeguards

- a. The district will protect the confidentiality of personally identifiable information during the collection, storage, disclosure, and destruction of records.
- b. The principal or designee at each school assumes responsibility for ensuring confidentiality of student records.

- c. All persons using or collecting personally identifiable information must receive training in confidentiality procedures.
- d. The district will maintain for public inspection a current listing of the names and positions of those employees within the district who have access to personally identifiable information.

5. Destruction of information

- a. The district will inform parents when personally identifiable information is no longer needed to provide education services to the student. This information must be destroyed at the request of the parent.
- b. A permanent record of the student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

6. Annual written notice to parents

- a. The district will provide annual written notice to inform the adult student, or the parent or guardian, of the rights defined in s. 1002.22, F.S., and 34 CFR 99.7. Items to be included in the notice are:
 - The right to review and inspect the student's education records, including the procedures to exercise this right
 - The right to seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights, including the procedures to request an amendment
 - The right to consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA and state statute permits disclosure without consent
 - The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA
- b. The district will have developed alternate methods of notice for informing adult students or the parent or guardian unable to comprehend a written notice in English.

7. Free Appropriate Public Education (FAPE)

The district assures that FAPE is available to all students with disabilities residing in the district between the ages of three and 22 years, including: students with disabilities who have been suspended or expelled from school; students with disabilities who have graduated with a special diploma or certificate of completion, but have not attained the age of 22; students in the care and custody of DJJ, and students with disabilities who attend public charter schools. FAPE is also available to students identified as gifted in kindergarten through Grade 12. FAPE no longer applies to students who have graduated from high school with a standard diploma and do not defer receipt of the diploma in accordance with s. 1003.4282(11)(c), F.S. A standard diploma does not include an alternative degree that is fully aligned with the state's academic standards, such as a certificate of completion or a General Educational Development credential (GED), in accordance with Rule 6A-6.03028(1)(a), F.A.C.

8. Transition from Part C to Part B

Children participating in early intervention programs under Part C, who will participate in prekindergarten programs under Part B, will experience a smooth and effective transition to the prekindergarten program for children with disabilities. By the child's third birthday, an IEP or IFSP is developed and implemented. A representative of the school district participates in transition planning conferences arranged by Children's Medical Services (CMS), and Local Early Steps, the designated lead agency for Part C.

9. Funding formula

The district assures that, in accordance with s. 1011.62, F.S., in order to generate funds using one of the two weighted ESE cost factors, a new matrix of services form is completed by trained personnel at the time of initial placement and at least once every three years. Additionally, the district ensures that matrices reflect current services. If services change as the result of an IEP team decision, the district will complete a new matrix. The nature and intensity of the services indicated on the matrix is consistent with the services described in each

student's IEP, IFSP, or EP. Nothing listed in the matrix limits the services the school district provides in order to ensure that exceptional students are provided a free appropriate public education.

Students identified as exceptional who do not have a matrix of services will generate funds on the basis of full-time equivalent student membership in the FEFP at the same funding level per student as provided for basic students. These students will be reported at 111 for grades prekindergarten through 3, 112 for grades 4 through 8, and 113 for grades 9 through 12. Additional funding for these students is provided through the ESE Guaranteed Allocation component of the FEFP.

Coordinated Early Intervening Services (CEIS)

IDEA regulations, 34 CFR §300.226, permit an local educational agency (LEA) to voluntarily use up to 15 percent of Part B funds to develop and implement coordinated early intervening services. CEIS is for students who have not been identified as students with disabilities under IDEA, but who have been identified as needing additional academic and behavioral supports to succeed in general education.

CEIS may be used for:

- Direct instruction of students in kindergarten through Grade 12, with a particular emphasis on students in kindergarten through Grade three;
- Professional development for teachers and other school staff for the delivery of scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction and instruction in the use of adaptive and instructional software; and
- Educational and behavioral evaluations, services and supports.

Any LEA that uses Part B funds for coordinated early intervening services must annually report to the State Educational Agency (SEA) the number of students served by CEIS.

The SEA may require an LEA to reserve 15 percent of its Part B funds for CEIS, when significant disproportionately based on race or ethnicity is determined according to IDEA regulations 34 CFR §300.646(b)(2).

National Instructional Materials Access Center (NIMAC)

Statutory and Regulatory Citations

34 CFR §300.172

1. The school district assures compliance with the National Instructional Materials Accessibility Standard (NIMAS) to provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
2. Instructional materials may be purchased through the NIMAC in the same manner and conditions as authorized by the state.
3. School districts may choose not to coordinate with the NIMAC, but must ensure that children with disabilities who need instructional materials in accessible formats receive those materials in a timely manner.

Part I. General Policies and Procedures

Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

34 CFR §300.500–300.536
 Sections 1003.57 1003.571, 1002.22 and 1008.212, F.S.
 Rules 6A-6.03311, 6A-6.03313, and 6A-1.0955, F.A.C.

Procedural Safeguards

Parents of exceptional students are entitled to information about their rights. These rights, or *procedural safeguards*, are intended to ensure that parents have the opportunity to be partners in the educational decisions made regarding their children.

The procedural safeguards notice must be written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication, that the parent understands the content of the notice, and that there is written evidence that these requirements have been met.

1. Procedural safeguards for students with disabilities

This applies to students with disabilities enrolled in public schools and to students with disabilities enrolled by their parents in nonprofit private schools.

The district **assures** that the *Notice of Procedural Safeguards for Parents of Students with Disabilities* is made available to parents at least one time a school year. In addition, a copy also must be given to the parents:

- Upon initial referral or the parent's request for an evaluation
- In accordance with the discipline procedures when a change of placement occurs
- Upon receipt of the first state complaint in a school year
- Upon the receipt of the first request for a due process hearing in a school year
- Upon the parent's request to receive a copy
- In accordance with the provisions of s. 1008.212, F.S., upon the school district superintendent's recommendation to the commissioner of education that an extraordinary exemption for a given state assessment administration be granted or denied.

One of the following **must** be selected:

- The district will use the Department of Education's *Notice of Procedural Safeguards for Parents of Students with Disabilities*, as posted on the Department's website, **to inform the parents as required.**

The district will use a different notice of procedural safeguards for parents of students with disabilities to inform the parents as required. A copy of this notice is located in Appendix A.1

2. Procedural safeguards for exceptional students who are gifted

The district **assures** that the notice of the *Procedural Safeguards for Exceptional Students who are Gifted* is made available to parents of a child who is gifted, and must be given to the parents, at a minimum:

- Upon initial referral for evaluation
- Upon refusal of a parent's request to conduct an initial evaluation

- Upon notification of each educational plan meeting
- Upon receipt of a request for a due process hearing by either the school district or the parent

One of the following **must** be selected:

- The district will use the Department of Education's *Procedural Safeguards for Exceptional Students who are Gifted*, as posted on the Department's website **to inform the parents as required**.

The district will use a different notice of procedural safeguards for parents of students who are gifted to inform the parents as required. A copy of this notice is located in Appendix A.2

- This section is not applicable for the district.

Describe the district's policies and procedures to ensure that within 15 days of receiving notice of a parent's due process hearing request, the district convenes a resolution meeting with the parent and the relevant member or members of the IEP team unless the parent and the district agree in writing to waive the meeting or use the mediation process.

Within 15 days of receiving notice of the parent's due process complaint, and prior to the initiation of a due process hearing under 34 CFR 300.511, the LEA must convene a meeting with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint that:

- Includes a representative of the public agency who has decision-making authority on behalf of that agency; and
- May not include an attorney of the LEA unless the parent is accompanied by an attorney.

The purpose of the meeting is for the parent of the child to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the LEA has the opportunity to resolve the dispute that is the basis for the due process complaint.

The meeting described in 34 CFR 300.510(a)(1) and (2) need not be held if:

- The parent and the LEA agree in writing to waive the meeting; or
- The parent and the LEA agree to use the mediation process described in 34 CFR 300.506.

The parent and the LEA determine the relevant members of the IEP Team to attend the meeting.

[34 CFR 300.510(a)] [20 U.S.C. 1415(f)(1)(B)(i)]

If the LEA has not resolved the due process complaint to the satisfaction of the parent within 30 days of the receipt of the due process complaint, the due process hearing may occur.

[34 CFR 300.510(b)(1)] [20 U.S.C. 1415(f)(1)(B)(ii)]

Except where the parties have jointly agreed to waive the resolution process or to use mediation, notwithstanding 34 CFR 300.510(b)(1) and (2), the failure of the parent filing a due process complaint to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

[34 CFR 300.510(b)(3)]

The district will work closely with the parents in an attempt to schedule a meeting at a mutually agreeable time and location. All attempts are made to consider the parents' preferences and requests when scheduling the meeting. Parents are contacted both verbally and in writing. Emails are also used when available.

The district makes attempts to obtain the parents' participation in consenting to and attending the resolution meeting. These attempts are made by phone, in person when possible, and in writing. When the parents are non-responsive, additional attempts are made and documented. The district enlists the assistance of appropriate school personnel as necessary in the attempts to obtain parental contact and agreement.

If the LEA is unable to obtain the participation of the parent in the resolution meeting after reasonable efforts have been made (and documented using the procedures in 34 CFR 300.322(d)), the LEA may, at the conclusion of the 30-day period, request that a hearing officer dismiss the parent's due process complaint.

[34 CFR 300.510(b)(4)]

If the LEA fails to hold the resolution meeting specified in 34 CFR 300.510(a) within 15 days of receiving

notice of a parent's due process complaint or fails to participate in the resolution meeting, the parent may seek the intervention of a hearing officer to begin the due process hearing timeline.
[34 CFR 300.510(b)(5)]

Except as provided in 34 CFR 300.510(c), the timeline for issuing a final decision under 34 CFR 300.515 begins at the expiration of the 30-day resolution period.
[34 CFR 300.510(b)(2)]

Adjustments to the 30-day resolution period. The 45-day timeline for the due process hearing in 34 CFR 300.515(a) starts the day after one of the following events:

- Both parties agree in writing to waive the resolution meeting;
- After either the mediation or resolution meeting starts but before the end of the 30-day period, the parties agree in writing that no agreement is possible;
- If both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later, the parent or public agency withdraws from the mediation process.

[34 CFR 300.510(c)]

The public agency must ensure that not later than 45 days after the expiration of the 30 day period under 34 CFR 300.510(b), or the adjusted time periods described in 34 CFR 300.510(c):

- A final decision is reached in the hearing; and
- A copy of the decision is mailed to each of the parties.

[34 CFR 300.515(a)]

Part I. General Policies and Procedures**Section C.2: Parental Revocation of Consent for Special Education and Related Services****Statutory and Regulatory Citations**

34 CFR §§300.9, 300.300 and 300.503
Section 1003.4282, F.S.

Procedures

A parent of a student with a disability who has been receiving specially designed instruction and related services may revoke consent for such services.

1. The parent's request for revocation must be in writing.
2. The district will provide the parent with written notice under 34 CFR §300.503 before ceasing the provision of special education and related services.
3. The district may not continue to provide special education and related services to the child.
4. The district will not use mediation or due process procedures to challenge the parent's revocation of consent.
5. The district is not required to convene an IEP team or develop an IEP for further provision of special education and related services for the student.
6. The district is not required to amend the child's education records to remove any reference to the child's previous receipt of such services.
7. The district will not be considered to be out of compliance with IDEA for failure to provide a FAPE to an otherwise eligible child.

Requirements or Options No Longer Applicable

When a parent of a student with a disability revokes consent for services, the requirements that previously applied solely as a result of the student's status as a student with a disability will no longer apply. Examples include:

1. The revocation applies to all services the student is receiving as a student with a disability, including instructional and testing accommodations; the revocation cannot be for some services but not others.
2. The procedural safeguards that apply to students with disabilities, including disciplinary protections, will no longer apply to the student.
3. The options in accordance with s. 1003.4282 (11), F.S., for a student with an individual educational plan to satisfy the standard high school diploma requirements will not be available.

Part I. General Policies and Procedures**Section C.3: Transfer of Parental Rights at Age of Majority****Statutory and Regulatory Citations**

34 CFR §§300.520 and 300.320

Chapter 744, F.S.

Section 393.12, F.S.

Rules 6A-6.03028, 6A-6.03011, 6A-6.0311 through 6A.6.0361, and 6A-6.03311, F.A.C.

Procedures

1. When a student with a disability reaches the age of 18, except for a student with a disability who has been determined incompetent under state law or who has had a guardian advocate appointed to make educational decisions as provided by s. 393.12, F.S., all rights afforded to parents under Rules 6A-6.0311 through 6A-6.0361, F.A.C., transfer to the student. However, the right to notice under Rules 6A-6.0311 through 6A-6.0361, F.A.C., is retained as a shared right of the parent and the student.
2. At least one year before the student's eighteenth birthday, the district will inform the student of his or her rights under Part B of the Individual with Disabilities Educational Act (IDEA), if any, that will transfer from the parent to the student on reaching the age of majority, which is 18 years of age. The student's individual educational plan will include a statement that the student has been informed of the rights, if any, that will transfer to the student at 18 years of age.
3. The school district will notify the student and the parent of the transfer of rights when the student attains the age of ; this notice is separate and distinct from the notice that was provided to the student and the parent at least one year before the student's eighteenth birthday.
4. For a student with a disability who has attained age 18 and is incarcerated in a juvenile justice facility or local correctional facility, all rights accorded to parents under Part B of the IDEA transfer to the student, including the right to notice.
5. For students incarcerated in state correctional facilities, all rights accorded to parents under Part B of the IDEA transfer to the student, including notice, regardless of the age of the student.
6. If a student with a disability has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program, procedures established by statute may be used by the parent to take one of the following actions:
 - a. Have the student declared incompetent and the appropriate guardianship established in accordance with the provisions of Chapter 744, F.S.
 - b. Be appointed to represent the educational interests of the student throughout the student's eligibility for Free Appropriate Public Education (FAPE) under Rules 6A-6.03011 through 6A-6.0361, F.A.C.
 - c. Have another appropriate individual appointed to represent the educational interests of the student throughout the student's eligibility for FAPE under Rules 6A-6.0311 through 6A-6.0361, F.A.C., if the parent is not available in accordance with s. 393.12, F.S.

Part I. General Policies and Procedures**Section D: Surrogate Parents****Statutory and Regulatory Citations**

34 CFR §300.519
Sections 39.0016 and 1002.22, F.S.
Rule 6A-6.0333, F.A.C.

Definition

A surrogate parent is an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under IDEA and s. 39.0016, F.S., when no parent can be identified; the student's parent, after reasonable efforts, cannot be located by the school district; the student is a ward of the state under state law; the student is an unaccompanied homeless youth; or a court of competent jurisdiction over the student has determined that no person has the authority, willingness, or ability to serve as the educational decision maker for the student without judicial action.

Procedures

1. A surrogate parent appointed by the district school superintendent or the court:
 - a. Must be at least 18 years old.
 - b. Must have no personal or professional interest that conflicts with the interests of the student to be represented.
 - c. Must not be an employee of the FDOE, the local school district, a community-based care provider, the Florida Department of Children and Families (DCF), or any other public or private agency involved in the education or care of the student.
 - This prohibition includes group home staff and *therapeutic* foster parents.
 - A person who acts in a parental role to a child, such as a foster parent or relative caregiver, is not prohibited from serving as a surrogate parent if he or she is employed by such agency, willing to serve, and knowledgeable about the child and the exceptional student education process.
 - The surrogate parent may be a court-appointed guardian ad litem or a relative or nonrelative adult who is involved in the child's life regardless of whether that person has physical custody of the child.
 - d. Must have the knowledge and skills acquired by successfully completing training using materials developed and approved by the FDOE to ensure adequate representation of the child.
2. Appointment of a surrogate parent for a student who has or is suspected of having a disability
 - a. A surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a school district or agency under contract with the school district shall be appointed by the district's school superintendent not more than 30 days after the school district determines that the student needs a surrogate parent.
 - b. The surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a contract from the FDOE shall be appointed by the individual specified in the contract.
 - c. In the case of a student who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided the surrogate meets the qualifications above.

- d. If a guardian ad litem has been appointed for a child, the district school superintendent must first consider the child's guardian ad litem when appointing a surrogate parent.
 - The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
 - The court must accept a surrogate parent duly appointed by a district school superintendent.
 - e. A surrogate parent appointed by the district school superintendent or the court must be accepted by any subsequent school or school district without regard to where the child is receiving residential care so that a single surrogate parent can follow the education of the child during his or her entire time in state custody.
4. Nothing in s. 39.0016, F.S., or in Rule 6A-6.0333, F.A.C., shall limit or prohibit the continuance of a surrogate parent appointment when the responsibility for the student's educational placement moves among and between public and private agencies.
 5. For a child known to the DCF, the responsibility to appoint a surrogate parent resides with both the district school superintendent and the court with jurisdiction over the child.
 - If the court elects to appoint a surrogate parent, notice shall be provided as soon as practicable to the child's school.
 - At any time the court determines that it is in the best interests of a child to remove a surrogate parent, the court may appoint a new surrogate parent for educational decision-making purposes for that child.
 6. The surrogate parent shall continue in the appointed role until the occurrence of one of the following circumstances:
 - The child is determined to no longer be eligible or in need of special programs, except when termination of special programs is being contested
 - The child achieves permanency through adoption or legal guardianship and is no longer in the custody of DCF
 - The parent who was previously unknown becomes known, whose whereabouts were unknown is located, or who was unavailable is determined by the court to be available
 - The appointed surrogate no longer wishes to represent the child or is unable to represent the child
 - The superintendent of the school district in which the child is attending school, the FDOE contract designee, or the court that appointed the surrogate determines the appointed surrogate parent no longer adequately represents the child
 - The child moves to a geographic location that is not reasonably accessible to the appointed surrogate
 7. The appointment and termination of appointment of a surrogate shall be entered as an order of the court with a copy of the order provided to the child's school as soon as practicable.

The person appointed as a surrogate parent:

- a. Must be acquainted with the child and become knowledgeable about his or her disability and educational needs
- b. Must represent the child in all matters relating to identification, evaluation, and educational placement and the provision of a free and appropriate education to the child
- c. Must represent the interests and safeguard the rights of the child in educational decisions that affect the child

The responsibilities of the person appointed as a surrogate parent shall not extend to the care, maintenance, custody, residential placement, or any other area not specifically related to the education of the child, unless the same person is appointed by the court for such other purposes.

A person appointed as a surrogate parent shall enjoy all of the procedural safeguards afforded a parent with respect to the identification, evaluation, and educational placement of a student with a disability or a student who is suspected of having a disability.

A person appointed as a surrogate parent shall not be held liable for actions taken in good faith on behalf of the student in protecting the special education rights of the child.

A school district may compensate persons appointed as surrogate parents. A person acting as a surrogate parent is not an employee of the school district or FDOE-contracted program solely because he or she is paid by the school district or FDOE-contracted program to serve as a surrogate parent.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency or transitional shelters, independent living programs, and street outreach programs, as well as McKinney-Vento liaisons or other school district staff, may be appointed as temporary surrogate parents without regard to the requirements until a surrogate can be appointed who meets all of the requirements.

This section is not applicable for the district.

Describe the district's procedures for determining when a student with a disability needs a surrogate parent, including documentation of reasonable efforts to locate or contact the parent, if applicable. (i.e., no clear evidence that parental rights have been terminated).

A student receiving services for exceptional student education (ESE) --or a student who is suspected of needing ESE services --needs a surrogate parent under the following circumstances: when the natural parent or guardian is unknown or the whereabouts of the natural parent or guardian cannot be determined; the child is a ward of the state or ward of the court under the laws of the state of Florida; or the child is an unaccompanied homeless youth as defined in Section 725(6) of the McKinney-Vento Homeless Assistance Act (42 US.C. 11434a(6)).

When a registration form documents that a student does not live with his parent or guardian, school personnel investigate the student's need for a Surrogate Parent. Reasonable efforts are undertaken by the school counselor, ESE social worker and/or district social worker, and school administrators to determine whether a parent or guardian can be identified for the student, the student is a ward of the state, the student is an unaccompanied homeless youth, or a court has determined that no one has the authority, willingness or ability to serve as the educational decision maker for the student without judicial action. Efforts to locate the student's parent or guardian include: inquiries with other agencies, certified letters, home visits, review of court orders (if any) and telephone calls. After the district has exhausted all reasonable efforts to determine the identity or whereabouts of a parent or guardian, using the above methods, a decision is made to appoint a Surrogate Parent if the student's parent or guardian cannot be located.

Describe the district's procedures for recruiting and training surrogate parents, including those surrogates appointed by a judge.

Recruiting of surrogate parents will be facilitated by our district ESE staff. The district ESE staff will partner with our school principals, district volunteer coordinator, district parent involvement specialist, district liaison for homeless students and families, and ESE social worker to recruit volunteers. Sources for surrogates will include local civic and service organizations. Our public information officer and faith-based partners will also serve as resources for recruiting surrogate parent volunteers.

Surrogate parents, including those surrogates appointed by a judge, will be trained (annually or as needed) by the Florida Diagnostic and Learning Resources System (FDLRS) staff and the district ESE staff. The Florida Department of Education's approved surrogate parent training program will be used to train volunteers.

Part I. General Policies and Procedures

Section E: Individual Educational Plans and Educational Plans for Transferring Exceptional Students

Statutory and Regulatory Citations

34 CFR §§99.31 and 300.323
 Sections 1003.01 and 1003.57, F.S.
 Rules 6A-6.030191, 6A-6.03028, 6A-6.0331, 6A-6.0334 and 6A-6.0361, F.A.C.

Definition

A transferring exceptional student is one who was previously enrolled as an exceptional student in any other school district or agency and who is enrolling in a different Florida school district or in an educational program operated by the Florida Department of Education through grants or contractual agreements in accordance with s. 1003.57, F.S.

Procedures

1. IEPs or EPs for students who transfer school districts within Florida

If an exceptional education student who had an IEP or EP that was in effect in a previous Florida school district transfers to the school district and enrolls in a new school, the new school district (in consultation with the parents) will provide FAPE to the student, which includes services comparable to those described in the child's IEP or EP from the previous Florida school district, until the school district does **one** of the following:

- a. Adopts the child's IEP or EP from the previous school district.
- b. Develops, adopts, and implements a new IEP or EP that meets the applicable requirements of Rule 6A-6.03028 or 6A-6.030191, F.A.C.

2. IEPs or EPs for students who transfer from outside Florida

If an exceptional education student who had an IEP or EP that was in effect in a previous school district in another state transfers to the school district and enrolls in a Florida school district within the same school year, the new Florida school district (in consultation with the parents) will provide the student with FAPE (including services comparable to those described in the student's IEP or EP from the previous school district) until the school district does **both** of the following:

- a. Conducts an initial evaluation in accordance with Rule 6A-6.0331, F.A.C., or determines that evaluation is not necessary.
- b. Develops, adopts, and implements a new IEP or EP, if appropriate, that meets the applicable requirements of Rules 6A-6.03011 through 6A-6.0361, F.A.C.

If a student is being evaluated to determine if the student has a disability and needs special education and related services, the timeline of sixty (60) days of student attendance does not apply.

If a transfer student enters the school district with a specific methodology or curriculum on their IEP that was provided through therapy as a related service (e.g., Handwriting without Tears®, sensory integration, neurodevelopmental treatment), and the particular program stated on the IEP is not used in the new school district, another comparable strategy or intervention can be used until the new school district is able to conduct an evaluation, if determined necessary, and develop, adopt and implement a new IEP, if appropriate.

3. Parental consent

The student's new school district is **not** required to obtain parental consent for the initial provision of services for transferring exceptional students determined eligible for services. However, written informed parental consent is required before the new school district can conduct an initial evaluation to determine if a student has a disability and needs special education and related services.

4. Transmittal of records

To facilitate the transition for a student described in subsections 1 and 2 above, the new school district in which the student enrolls will take reasonable steps to promptly obtain the student's records, including the IEP or EP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous school district in which the student was enrolled, in accordance with 34 CFR §99.31; and the previous school district in which the student was enrolled must take reasonable steps to promptly respond to the request from the new school district.

Part I. General Policies and Procedures

Section F: Access to a Student's Public Benefits or Insurance

Statutory and Regulatory Citations

34 CFR §300.154

Rules 6A-6.03011 through 6A-6.0361, 6A-6.03028 and 6A-6.03311, F.A.C.

Procedures

The school district may use the Medicaid or other public health benefits or insurance programs in which a student participates to provide or pay for services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C., as permitted under the public benefits or insurance program, except as noted below:

1. With regard to services required to provide FAPE to an eligible student under the IDEA, the school district:
 - a. May not require parents to sign up for or enroll in public insurance programs in order for their student to receive FAPE under Part B of the IDEA.
 - b. May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to the IDEA— the district may pay the cost that the parent otherwise would be required to pay.
 - c. May not use a student's benefits under a public insurance program if that use would (any of the following):
 - Decrease available lifetime coverage or any other insured benefit.
 - Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school.
 - Increase premiums or lead to the discontinuation of benefits or insurance.
 - Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.
 - d. Prior to accessing the student's or parent's public benefits or insurance for the first time, and after providing notification to the student's parent as described in Rule 6A-6.03028(3)(q)1.e., F.A.C., the school district must obtain written, parental consent that specifies each of the following:
 - The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student
 - The purpose of the disclosure, such as the purpose of billing for services
 - The agency to which the disclosure may be made
 - The parent understands and agrees that the school district may access the insurance to pay for the services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C.
 - e. Prior to accessing a student's or parent's public benefits for the first time, and annually thereafter, the school district must provide written notification consistent with requirements found in Rule 6A-6.03311(1)(a) and (b), F.A.C., to the student's parents that includes all of the following:
 - A statement of the parental consent provision in Rule 6A-6.03028(3)(q)1.d., F.A.C.
 - A statement of the no cost provisions of Rule 6A-6.03028(3)(q)1., F.A.C.

- A statement that the parents have the right to withdraw their consent to disclose their child's personal identifiable information to the agency responsible for the administration of the State's public benefits or insurance at any time.
 - A statement that the withdrawal of consent or refusal to provide consent to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
2. With regard to students with disabilities who are covered by private insurance, a school district may access a parent's private insurance proceeds to provide services required under the IDEA only if the parent provides written informed consent. Each time the school district proposes to access the parent's private insurance to provide services required under IDEA, the agency must obtain parental consent and inform the parents that their refusal to permit the school district to access their private insurance does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
 3. If a school district is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required to ensure a FAPE, the school district may use its IDEA Part B funds to pay for the service. To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the school district may use its IDEA Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

Part I. General Policies and Procedures**Section G: General Education Intervention Procedures****Statutory and Regulatory Citations**

34 CFR §§300.302, 300.306, and 300.308–300.310

Sections 1008.25 and 381.0056, F.S.

Rules 6A-6.03018, 6A-6.03019, 6A-6.03020, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

General education intervention procedures are activities conducted by a district for kindergarten through Grade 12 students enrolled in public schools who need additional academic or behavioral support to succeed in the general education environment. These activities are embedded in the district's responsibility to implement a multi-tiered system of supports that is integrated into a continuum of evidence-based academic and behavioral interventions. In implementing a data-based problem-solving process designed to develop a coordinated continuum of evidence-based instruction and intervention practices, a district may engage in activities that include educational and behavioral evaluations, services, supports, evidence-based literacy instruction and professional development for teachers and other school staff, and where appropriate, instruction on the use of adaptive and instructional technology.

General Education Intervention Procedures for K-12 Students Suspected of Having a Disability Who are Enrolled in Public Schools.**1. Parent involvement in general education intervention procedures**

The district must provide opportunities for parents to be involved in a data-based problem-solving process to address the student's academic or behavioral areas of concern. There must be discussion with the parent regarding the data used to identify the problem, the plan for addressing the problem through intervention, the plan for monitoring student progress, the student's responses to instruction and interventions, modification of the interventions when needed and anticipated future action to address the student's learning or behavioral needs. The district must maintain documentation of parental involvement and communication.

2. Observations of student in the educational environment

The school district conducts observations of the student in the educational environment and, as appropriate, in other settings to document the student's academic or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general education classroom.

3. Review of data

The school district reviews social, psychological, medical, and anecdotal records and achievement data in the student's cumulative folder and demonstrates through data that the student was provided appropriate instruction in the regular education settings, which was delivered by qualified personnel. Attendance records are reviewed and used as one indicator of a student's access to instruction.

4. Sensory screenings and diagnostic assessments

- a. Hearing and vision screenings are completed for the purpose of ruling out sensory deficits that may interfere with the student's academic and behavioral progress. Hearing and vision screenings are conducted in accordance with the school district's school health plan. In certain circumstances, a current evaluation by a medical professional may be used as the screening report.
- b. Additional screenings and assessments are conducted to assist in determining academic or behavioral interventions, as appropriate. Student screenings to determine instructional and behavioral intervention strategies are not considered to be an evaluation for eligibility for special education and related services.
- c. Hearing and vision screenings are conducted in accordance with the school district's school health plan. In certain circumstances, a current evaluation by a medical professional may be used as the screening report.

5. Implementation of evidence-based interventions

- The school district implements evidence-based interventions addressing the identified areas of concern in the **general education environment**.
 - The interventions selected for implementation should be determined by a team through a data-based problem-solving process that uses student performance data to identify and analyze the area(s) of concern, select and implement interventions, monitor effectiveness of the interventions and modify intervention or intensity when needed.
 - Interventions must be implemented as designed for a period of time sufficient to determine effectiveness, and with a level of intensity that matches the student's needs.
 - The district must collect pre-intervention and ongoing progress-monitoring data regarding academic or behavioral areas of concern and communicate the data to the parents in an understandable format, which may include, but is not limited to, graphic representation.
6. General education interventions are not required for the following:
- Children younger than kindergarten-entry age who are not enrolled in kindergarten
 - Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.
 - Students who are being considered for eligibility for specially designed instruction for students who are homebound or hospitalized as described in Rule 6A-6.03020, F.A.C.
 - Students who are not enrolled in a public school.

General education interventions **may not be required** for students suspected of having a disability if the student demonstrates a speech disorder; or severe cognitive, physical, or sensory disorders; or severe social or behavioral deficits that require immediate intervention to prevent harm to the student or others, and a team comprised of qualified professionals and the parent determines that these general education interventions are not appropriate.

Does the district have a Multi-Tiered System of Support (MTSS) procedures document or website?

Yes

No

If yes, how can this document or website be accessed?

At the beginning of the school year, hard copies of the manual were given to each school administrator to distribute to staff members. The manual is also accessible on the district's website:
<http://www.gcps.k12.fl.us/Default.asp?PN=DocumentUploads&L=1&DivisionID=6933&LMID=278506&ToggleSideNav=>

If no, describe district policies and procedures for integrating a data-based, problem-solving process within an MTSS.

N/A

What academic and behavior progress monitoring tools and data do teams use to monitor student response to intervention? How frequently are Tier 3 interventions reviewed and monitored?

Academically, all students are required to take the Iready diagnostic assessment in both Reading and Mathematics at the beginning of the school year. This assessment is usually readministered within a 12-18 week period. Additionally, this assessment also allows teachers and other personnel working with a particular student, the opportunity to assess their growth/progress on a regular basis. This program also has an intervention component which students can utilize during intervention time and at home. Although no longer being utilized by the district, teams also assess data from the FCAT assessments/FAIR assessments when available as well as data from the Florida Standards Assessment (FSA) and the student's performance on weekly tests. The Skyward database system is also used by specified district personnel on an on-going basis, to monitor academic progress as indicated by students' progress report cards. In addition to Iready, Stars which is used at the Elementary level and Achieve 3000 which is administered at the middle school and high school level, FAIR and Dibels will be reintroduced into the schools for the 2016-2017 academic school year.

Behaviorally, the district has implemented the Early Warning Systems to identify students who are struggling academically and behaviorally. Once the Early Warning Systems report has been completed/pulled using data from the Skyward database, school teams are then able to identify students with academic and behavioral challenges. Within the different classrooms, teachers have a classroom behavior plan. Consequently, behavior data is monitored by behavior frequency charts and daily behavior report cards.

Students at the Tier 3 Intervention Level are monitored and reviewed based on their needs and response to intervention. Students at the Tier 3 Intervention Level who are exhibiting behavior concerns have Individual Behavior Intervention Plans. Individual Behavior Plans are monitored daily.

Classroom teachers have the daily responsibility of monitoring student data. However, members of the student study team also monitor student data during classroom visits and during student study team meetings.

Teams initiate an evaluation if one is requested by the parents or if data indicates that despite intense interventions the student continues to perform at a level significantly below that of their peers or if the intensity of interventions required by the student to make academic progress cannot continue to be implemented without exceptional student education services and support. Behavior evaluations are initiated if the student continues to display a plethora of inappropriate behaviors despite intense behavioral interventions or if the student engages in behaviors that are a threat to their well-being or the well-being of other students.

How does the district monitor implementation and fidelity of the four step problem-solving process (problem identification, problem analysis, intervention development and intervention effectiveness)?

The district has a variety of forms such as the student study team action plan on which teams are required to document the problem, analysis of the problem, interventions and the effectiveness of the interventions for each student. A copy of this action plan is kept in the student's folder, and another copy is given to the parent at the end of each meeting. In addition to this, the district has also implemented a fidelity monitoring checklist to be used by administrators to observe and assess the effectiveness and integrity of interventions being implemented on their campuses. This form is also kept in the student's intervention folder.

Members of the student study team and administrators visit classrooms on a regular basis to monitor the fidelity of interventions as proposed by the student study teams.

Information from the data reviews helps inform decisions about intensifying or fading interventions. If the data indicates the interventions are positively impacting student progress, the team will make a determination to continue the interventions or begin fading the interventions. Positive response to interventions is determined

when the data indicates a positive response and the progress is at a rate in which the team determines the student can obtain the goal established by the intervention team in a reasonable amount of time. If the data indicates the interventions are not positively impacting student progress, the team will determine whether or not interventions need to be modified. Inadequate progress is determined when the data indicates no progress or limited progress or when the progress is at a rate in which the team determines the student cannot obtain the goal established by the intervention team in a reasonable amount of time.

How are parents engaged in the problem-solving process? (Include the frequency and format for sharing student response to intervention data with parents.)

We encourage active parent participation in the problem-solving process. Prior to the initiation of team meetings, parents are notified by the class teacher or teachers, about their areas of concern. Together the parent and teacher discuss the child's prior academic/or behavior performance and discuss what can be done to assist the student. If problem solving at this stage does not lead to a positive outcome, and the student is referred to the Student Study team, parents are invited to attend all student study team meetings. Teams are flexible and attempt to make the necessary amends to accommodate parent schedules. Additionally, in the event that a parent is unable to attend a meeting, they are given the option to have a phone conference. During the problem solving team meetings, parents are given work samples, grades, information about their child's attendance and discipline. They are also shown graphs which document their child's performance compared to other students in their class. Parents are asked information about their child's academic and behavior history, medical and family history. Parents are also encouraged and given various strategies to assist their child at home. At the end of the meeting, parents are given copies of the conference notes and the team's action plan for their child. Translators are available and provided to parents who are unable to communicate effectively in English.

Parent involvement in the problem solving process begins as soon as student difficulties are observed. As a member of the team, parents are a part of the data-based problem solving process. Parents are invited to attend and participate in problem solving meetings (typically 4-6 weeks) or meetings that are held more frequently based on the magnitude of the situation, and progress-monitoring data is shared with the parents. Progress monitoring data is shared through graphs and other data collection means.

7. Procedures for children who are below mandatory school age and who are not enrolled in kindergarten include the following:
 - a. Review existing social, psychological, and medical data. Refer for a health screening when needed.
 - b. Conduct vision and hearing screenings for the purpose of ruling out sensory deficits.
 - c. Conduct additional screenings to assist in determining interventions as appropriate.

Part I. General Policies and Procedures

Section H.1: Initiating an Evaluation for Exceptional Student Education

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§300.300–300.305

Chapter 490, F.S.

Sections 1003.57 and 1003.575, F.S.

Rules 6A-1.044, 6A-1.0502, 6A-4.0311, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Definition

The school district must ensure that all students with disabilities or who are gifted and who are in need of exceptional student education (ESE) are identified, located, and evaluated, and FAPE is made available to them if it is determined that the student meets the eligibility criteria.

Procedures for Initiating an Evaluation

Each school district must conduct a full and individual initial evaluation before the initial provision of ESE services. Either a parent of a kindergarten through Grade 12 student, or child age three to kindergarten-entry age, or a school district may initiate a request for initial evaluation to determine if the student is a student with a disability. Either a parent of a kindergarten through Grade 12 student or a school district may initiate a request for initial evaluation to determine if a student is gifted. The request for an evaluation is documented on the district's Consent for Evaluation form.

The school district must seek consent from the parent or guardian to conduct an evaluation whenever the district suspects that a kindergarten through Grade 12 student, or a child age three to kindergarten-entry age, is a student with a disability and needs special education and related services. Circumstances that would indicate that a kindergarten through Grade 12 student may be a student with a disability who needs special education and related services include, but are not limited to, the following:

1. When a school-based team determines that the kindergarten through Grade 12 student's response to intervention data indicates that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources;
2. When a school-based team determines that the kindergarten through Grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions; and
3. When a child age three to kindergarten entry age receives a developmental screening through the school district or the Florida Diagnostic and Learning Resources System and, based on the results of the screening, it is suspected that the child may be a child with a disability in need of special education and related services; or
4. When a parent requests an evaluation and there is documentation or evidence that the kindergarten through Grade 12 student or child age three to kindergarten-entry age who is enrolled in a school- district operated preschool program may be a student with a disability and needs special education and related services.

Within 30 days of a determination that a circumstance described in subsections 1., 2. or 3. above exists for a student in grades kindergarten through Grade 12 or a child age three to kindergarten entry age, the school district must request consent from the parent to conduct an evaluation, unless the parent and the school agree otherwise in writing.

If a parent requests that the school conduct an evaluation to determine whether their child is a child with a disability in need of special education and related services, the school district must within 30 days, unless the parent and the school agree otherwise in writing:

- a. Obtain consent for the evaluation; or
- b. Provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation.

Prior to a school district request for an initial evaluation for students in Grade K through 12, school personnel must make one of the following determinations:

- a. Whether the general education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and that the data indicate that the student may be a student with a disability who needs special education and related services;
- b. The evaluation was initiated at the parent's request and the general education activities will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or
- c. The nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student

Describe the district's procedure for obtaining parental consent for an evaluation within 30 days when a school district has reason to suspect that a child/student may be a child/student with a disability in need of special education and related services.

When the school district has reason to suspect that a student has a disability, the student study team discusses their findings and discuss evaluation process and procedures with parents. Following this, parents are asked whether or not they will give permission for an evaluation, and are then requested to sign a consent for evaluation form (within 30 days). If parents are unable to attend the meeting at which the need for an evaluation is discussed, then the parents are contacted via telephone, the evaluation process and procedures are discussed, and a consent for evaluation is sent home requesting the parent signature.

Our District Child Find Specialist is also a FDLRS Child Find Specialist who usually participates in community screenings. If the District Child Find Specialist is unable to participate in community screenings, FDLRS notifies the Child Find Specialist and/or ESE Director within a week if there are any children with areas of concern.

FDLRS forwards the screening packet to the Child Find Specialist within one week and parent contact is made to schedule an appointment for further screening and possible evaluation.

-At the appointment, parents are asked to provide written consent for evaluation. Further screening is conducted and an evaluation if necessary.

Describe the district's procedures for responding within 30 days to a parent who requests that an evaluation be conducted to determine the student's eligibility for special education and related services.

When a parent makes a request for an evaluation, this request is forwarded to the School Counselor or Student Study Team coordinator who then schedules a student study team meeting for the student within the 30-day time period. At this meeting, the class teacher is required to bring documentation of the student's current academic and behavioral performance. The team discusses the student's current performance, discusses the Multi Tiered System of Supports (MTSS) framework with the parent, and consent for an evaluation is obtained.

Upon parent request, the school initiates a meeting within 10 school days to examine the student's progress in comparison to the class, grade, district, and across subgroups (if applicable).

-The team will also review all other relevant documentation including, but not limited to: grades, discipline records, attendance, medical information, parent input, and assessment performance.

-If the team determines that there is reason to suspect that the student is a student with a disability, the parent consent for a formal evaluation will be obtained and the activities described in the General Education Intervention Procedures will be completed concurrently with the evaluation.

-If the team does not feel that an evaluation is warranted, the team will provide the parent with a written Notice of Refusal and the Notice of Procedural Safeguards for Parents of Students with Disabilities.

Describe the district's procedures for requesting an initial evaluation for students who may have disabilities and students who may be gifted who are enrolled in the school district.

-The Multi-tiered System of Supports (MTSS) model is used for students who may have a disability. After research-based interventions and supports have not been successful, the Student Study Team completes a referral form and submits the consent for evaluation along with the response to intervention and supporting documentation to the evaluation specialist.

-The supporting documentation may include, but not be limited to classroom observations, sensory and diagnostic screenings, parent involvement in the MTSS process, subgroup comparisons, progress monitoring data, and the student's current performance.

-If the request is for a student who may be gifted, the School Counselor will obtain consent to conduct a Gifted Screening, other screenings that the team feels necessary, and obtain teacher input of Gifted Characteristics.

Describe the district's procedures for requesting an initial evaluation for students who may have disabilities and students who may be gifted who are **enrolled in nonpublic schools or agency programs** .

- The nonpublic school or agency makes a written referral to the school district. The Director of Exceptional Student Education forwards the referral to the assigned evaluation specialist.
- Prior to the evaluation specialist meeting with personnel from the nonpublic school or agency program, parent permission is obtained for the sharing of information.
- The nonpublic school or agency team gathers information concerning attendance, discipline, testing (formal and informal), academic history, social developmental history, medical records, classroom observations and current classroom performance. General education interventions are not required, but are helpful.
- Evaluations are completed based on needs identified by the data, as well as school and parent requests.
- If the request is for a student who may be gifted, the Exceptional Student Education/Student Services Director or Designee will obtain consent to conduct a Gifted Screening, or other screenings that the team feels are necessary, and obtain teacher input of the Gifted Characteristics. The ESE/SS Director will assign the evaluation to the qualified evaluation specialist.

Describe the district's procedures for requesting an initial evaluation for students who may have disabilities and students who may be gifted who are **not enrolled in any school** .

- Parents/legal guardians of students not enrolled in any school may contact the Director of Exceptional Student Education or designee to make a referral for an initial evaluation.
- The ESE Director will assign public school and/or district personnel to assist the parent/guardian in the referral process and obtain written informed consent for evaluation.
- A conference with the parent/guardian is held to determine the concern(s) and identify what interventions have been attempted. Interventions are not a criteria for evaluation, but may be helpful.
- The ESE Director will assign an appropriate evaluation specialist to complete the evaluation.
- If the request is for a student who may be gifted, the ESE/SS Director or designee will obtain consent to conduct a Gifted Screening, or other screenings that the team feels are necessary, and obtain teacher input of the Gifted Characteristics. The ESE Director will assign the evaluation to the qualified evaluation specialist.

Part I. General Policies and Procedures

Section H.2: Conducting Student Evaluations and Reevaluations

Statutory and Regulatory Citations

34 CFR §§300.131 and 300.300–300.305

Chapter 490, F.S.

Sections 1003.57 and 1003.575, F.S.

Rules 6A-1.044, 6A-1.0502, 6A-6.03013, 6A-6.03014, 6A-6.03022, 6A-4.0311, 6A-6.0331, and 6A-6.03411, 6A-6.0361 and 6A-10.019, F.A.C.

Definitions

1. Evaluation means procedures used to determine whether a student has a disability or is gifted and in need of specially designed instruction and related services, and the nature and extent of the exceptional student education (ESE) that the student needs.
2. Reevaluation of a student with a disability is the process whereby existing evaluation data about the student is reviewed and additional data collected (if necessary) to determine whether the student continues to have a disability and be in need of specially designed instruction and related services, and the educational needs of the student.

Procedures for Evaluation

1. Responsibility for evaluation
 - a. The school district is responsible for conducting a full and individual initial evaluation necessary to determine if the student is eligible for ESE services and to determine the educational needs of the student.
 - b. Evaluations are conducted by qualified examiners (e.g., physicians, school psychologists, psychologists, speech language pathologists, teachers, audiologists, and social workers) as evidenced by a valid license or certificate to practice in Florida. In circumstances where the student's medical care is provided by a physician licensed in another state, at the discretion of the school district administrator for exceptional student education, a report of a physician licensed in another state may be accepted for the purpose of evaluation and consideration of eligibility as a student with a disability.
 - c. Tests of intellectual functioning are administered and interpreted by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
 - d. Unless statutory restrictions apply, the responsibility for determining who is qualified to administer and interpret a particular assessment instrument lies with the local school district. In determining qualified evaluators, districts may consider the following:
 - State Board of Education rules and the requirements of the Individuals with Disabilities Education Act (IDEA)
 - Testing standards (e.g., *Standards for Educational and Psychological Testing*)
 - User qualifications recommended by the publisher in the test manual
 - Level of training, supervision, experience, and certification of the individual administering or interpreting the instrument
 - Purpose of the evaluation (e.g., eligibility or educational planning)
2. Evaluation timelines
 - a. As of July 1, 2015, the school district shall ensure that initial evaluations of students and preschool-age children age three through kindergarten-entry age suspected of having a disability are completed within 60 calendar days after the school district's receipt of parent consent for evaluation. Rule 6A-6.0331(3)(g),

F.A.C., states that the following calendar days shall not be counted toward the 60 calendar day requirement:

1. All school holidays and Thanksgiving, winter and spring breaks as adopted by the district school board as required by Rule 6A-10.019, F.A.C.;
 2. The summer vacation period beginning the day after the last day of school for students and ending on the first day of school for students in accordance with the calendar adopted by the district school board as required by Rule 6A-10.019, F.A.C. However, the school district is not prohibited from conducting evaluations during the summer vacation period; and
 3. In the circumstance when a student is absent for more than eight school days in the 60 calendar day period, the student's absences shall not be counted toward the 60 calendar day requirement.
- b. For a signed consent for evaluation received by a school district on or before June 30, 2015, the school district shall ensure that initial evaluations of students suspected of having a disability are completed within 60 school days (cumulative) as defined in rule 6A-6.03411(1)(h), F.A.C., of which the student is in attendance, after the school district's receipt of the parental consent for evaluation. For prekindergarten children, initial evaluations must be completed within 60 school days after the school district's receipt of parental consent for evaluation.
- The determination of whether a student is "in attendance" must be made consistent with the school board's policies implementing Rule 6A-1.044, F.A.C., which requires the reporting of students' attendance.
- c. The 60-day timeline for evaluation does not apply if:
- The parent repeatedly fails or refuses to produce the student for the evaluation
 - A student's school district of enrollment changes after the timeline has begun and prior to a determination by the student's previous school district as to whether the student has a disability

This exception only applies when the current school district is making sufficient progress to ensure a prompt completion of the evaluation and the parent agrees to a specific time when the evaluation will be completed.

Assessments of students who transfer within the same school year must be coordinated between schools to ensure prompt completion of evaluations.

- a. The school district will ensure that students suspected of being gifted are evaluated within a reasonable time as defined in the district's ESE Policies and Procedures document as required by Rule 6A-6.03411 (2), F.A.C., but no more than 90 school days that the student is in attendance after the school district's receipt of parental consent for the evaluation.

Describe the district's timeframe to ensure completion of gifted evaluations.

The school district ensures that initial evaluation of students suspected of being gifted will be completed within 60 school days of which the student is in attendance, after the district's receipt of the parental consent for evaluation.

A "reasonable period of time" is defined by the school district to be 60 school days in which the student is in attendance. In most cases evaluation is completed well before the 60 school days of attendance.

This text box is not applicable for the district.

1. Parent consent

- a. The school district will provide the parent written notice to the parent that describes any evaluation procedures the school district proposes to conduct. The school district will obtain written informed consent from the parent of a student to determine whether the student is a student with a disability or is gifted and needs ESE.

Parental consent is not required before reviewing existing data as part of an evaluation or administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

Parental consent for evaluation is not construed as consent for initial provision of exceptional student education services.

- b. The school district must make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability or gifted. In the event that the parent fails to respond to the district's request to obtain informed written consent, the district must maintain documentation of attempts made to obtain consent.
- c. Based on 34 CFR §300.300(a)(2), the school district is not required to obtain informed consent from the parent for an initial evaluation if the child is a ward of the State and is not residing with the parent if:
- The school district cannot discover the whereabouts of the parent,
 - The rights of the parent have been terminated, or
 - The rights of the parent to make educational decisions have been subrogated by a judge and consent for initial evaluation has been given by an individual appointed by the judge to represent the student.

Based upon the definition of parent in Rule 6A-6.03411(1)(bb), F.A.C., "Parent means" **any** of the following:

1. A biological or adoptive parent of a student
2. A foster parent
3. A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the State if the student is a ward of the State)
4. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare
5. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.

- d. If the parent refuses consent for an evaluation to determine eligibility as a student with a disability, the school district may continue to pursue consent for the evaluation by using the mediation or due process procedures. A district is not required to pursue an initial evaluation when the parent refuses consent and does not violate its child find or evaluation obligations if it declines to do so.
- e. The school district may not use a parent's refusal to consent to initial evaluation to deny the parent or student any other service of the school district, except as provided by Rule 6A-6.0331, F.A.C.

2. Evaluation procedures

- a. As part of an initial evaluation, a team of qualified professionals and the parent, as appropriate, must take the following actions:
1. Review existing evaluation data on the student, including:
 - Evaluations and information provided by the student's parents,
 - Current classroom-based, local, or State assessments and classroom-based observations, and

- Observations by teachers and related services providers.
2. Identify, on the basis of that review and input from the student's parents, what additional data, if any, are needed to determine the following:
 - Whether the student is a student with a disability
 - The educational needs of the student
 3. The group conducting this review may do so without a meeting.
 4. The school district shall administer tests and other evaluation measures as may be needed to produce the data that is to be reviewed under this section.
 5. If the determination under this section is that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, the school district shall notify the student's parents of:
 - That determination and the reasons for the determination; and
 - The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and to determine the student's educational needs. The school district is not required to conduct the assessment unless requested to do so by the student's parents.
 6. In conducting an evaluation, the school district:
 - Uses a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student within a data-based problem-solving process, including information about the student's response to evidence-based interventions as applicable, and information provided by the parent. This evaluation data may assist in determining whether the student is eligible for ESE and the content of the student's IEP or EP. The evaluation should include information that enables a student with a disability to be involved and progress in the general curriculum (or for a preschool child, to participate in appropriate activities) or identifies the needs beyond the general curriculum of a student who is gifted.
 - Does not use any single measure or assessment as the sole criterion for determining eligibility or educational programming.
 - Uses technically sound instruments that assess the relative contribution of cognitive and behavioral factors, in addition to physical and developmental factors.
- b. The school district ensures that assessments and other evaluation materials and procedures used to assess a student:
- Are selected and administered so as not to discriminate on a racial or cultural basis
 - Are provided and administered in the student's native language, or other mode of communication, and in the form that most accurately measures what the student knows and can do
 - Are used for purposes for which the measures are reliable and valid
 - Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments
- c. Assessments are selected and administered to best ensure that, if administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level, or whatever other factors the test purports to measure, rather than reflecting the student's sensory, manual, or speaking skills, unless those are the factors being measured.
- d. Assessments and other evaluation materials and procedures include measures that assess specific areas of educational need rather than those merely designed to provide a single general intelligence quotient. The school district uses assessment tools and strategies that provide relevant information that directly assists in determining the educational needs of the student.

- e. The student is assessed in all areas of the suspected disability, including, if appropriate, health; vision, hearing, social emotional status, general intelligence, academic performance, communicative status, and motor abilities. The evaluation is sufficiently comprehensive to identify all of the student's ESE needs, whether or not commonly linked to the suspected disability.

A Web-based Evaluation Resource developed to assist districts in selection of instruments for conducting diagnostic assessments, eligibility evaluations and for screening and progress monitoring is available at http://sss.usf.edu/resources/topic/ese/ESE_Eval/General/General.html.

3. If the parent obtains an independent educational evaluation at their own expense, the results shall be considered by the school district when making decisions regarding the student, if the evaluation meets school district criteria.
4. Following completion of the student's evaluation, the school district shall not unreasonably delay the determination of a student's eligibility for ESE services.

Describe the district's procedures for ensuring that a student's eligibility for ESE services is determined within a reasonable time following completion of the student's evaluation.

The school district ensures that evaluations are completed within the 60-day timeline. There is continuous communication between the School Psychologist and the Program Specialist (who facilitate the eligibility determination meeting). Once the evaluation is completed, the evaluator forwards the completed Response to Intervention packet to the Program Specialist so that eligibility determination will occur within a reasonable timeframe.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances.
 - a. Reevaluations must occur at least every three years, unless the parent and the school district agree that reevaluation is not needed.
 - b. Reevaluation is required whenever the educational or related services needs of the student warrant a reevaluation or if the student's parent or teacher requests it.
 - c. Reevaluation is required prior to the determination that the student is no longer a student with a disability in need of specially designed instruction and related services.
 - d. Reevaluation of the student may **not** occur more than once a year, unless the parent and the school district agree otherwise.
 - e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.
 - f. Based on 34 CFR §§300.130 and 300.131, the district is responsible for reevaluation of students with disabilities attending:
 - Nonprofit private schools located within the district
 - For-profit private schools and are residents in the district
 - Home education

2. Reevaluation procedures

As part of any reevaluation, the IEP team and other qualified professionals, as appropriate, must take the following actions:

- a. Review existing evaluation data on the student, including evaluations and information provided by the parents of the student and the student; current classroom-based district or state assessments and classroom-based observations by teachers and related services providers.
- b. Identify, on the basis of the review and parent input, what additional data, if any, are needed to determine the following:
 - Whether the student continues to have a disability;
 - The educational needs of the student;
 - The present levels of academic achievement and related developmental needs of the student;
 - Whether the student continues to need special education and related services; and
 - Whether any additions or modifications to the special education and related services are necessary to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general curriculum.
- c. The IEP team may conduct the review of existing evaluation data without a meeting.
- d. If the IEP team determines that no additional evaluation data are needed to determine whether the student continues to be a student with a disability, and to determine the student's educational needs, the reevaluation is complete and the school district shall notify the student's parent(s) of the following:
 - The determination and the reasons for that determination and
 - The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and determine the student's educational needs.

The school district is not required to conduct the assessment unless requested to do so by the student's parents.

- e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.
- f. The following rules require the administration of specific assessments as a part of a student's reevaluation:
 - Rule 6A-6.03013, F.A.C., Students Who Are Deaf or Hard-of Hearing
 - Rule 6A-6.03014, F.A.C., Students Who Are Visually Impaired
 - Rule 6A-6.03022, F.A.C., Students Who Are Dual-Sensory Impaired

For students determined eligible under these rules, the administration of formal assessments at reevaluation must be completed in accordance with the requirements of these rules.

3. Parental consent when additional data are needed

- a. The school district must obtain informed parental consent prior to conducting any reevaluation of a student with a disability.
- b. Informed parental consent for reevaluation need not be obtained if the district can demonstrate that it made reasonable efforts to obtain such consent and the student's parent failed to respond.

4. Reevaluation timelines

- a. The district must complete a reevaluation every three years unless the parent and the school district agree that a reevaluation is unnecessary.

- b. If the IEP team identifies the need for additional data, the additional data collection must be completed within a reasonable time and prior to reevaluation due date if a triennial evaluation.
- c. If an IEP team makes a recommendation for a student with a disability to receive an assistive technology assessment, that assessment must be completed within 60 school days after the team's recommendation.

Describe the district's procedures for ensuring that a reevaluation is conducted at least every three (3) years.

At least monthly, each Program Specialist and School Psychologist receives an "IEP/Re-evaluation Compliance List" report from our Access Data Base (our ESE data base, designed as a cross-check to our MIS/student data base) of all current ESE students. This report lists the last IEP and re-evaluation date of each student. This information is shared with each ESE teacher. The ESE teacher schedules the re-evaluation review meetings in conjunction with the IEP meetings.

Describe the district's procedures for ensuring that assessments and other data collection procedures are completed within a reasonable time following the review when the IEP team determines that additional data are needed.

In order to ensure that assessments and other data collection procedures are completed within a reasonable time following the reevaluation review, all evaluation specialists and persons responsible for collecting data are required to attend the reevaluation review. Each evaluation specialist (and persons responsible for collecting data) receives a copy of the signed consent for reevaluation. Evaluations will be completed by the designated persons and passed on to the School Psychologist (who will serve as Case Manager for the reevaluation process). The Psychologist will compile the reports and pertinent documents and pass the compilation of information to the Program Specialist who will promptly schedule a Reevaluation Review meeting.

Note: When a parent requests a reevaluation, the school's IEP team may request a meeting with the parent for the purpose of reviewing existing data and to determine what additional data may be needed. The school may then, at that meeting, obtain parental consent for reevaluation, if appropriate. If the parent refuses to meet in a timely manner, the school must send the parent one of the following:

- A Prior Written Notice of Consent for Reevaluation form indicating what assessments will be administered based on the IEP team's review of data, or
- A Prior Written Notice of Refusal.

Describe the district's procedures in place when a parent requests a reevaluation.

When a parent requests a reevaluation, the school's IEP team convenes a meeting with the parent in order to review existing data and to determine what additional data may be needed. Each evaluation specialist (and persons responsible for collecting data) receive a copy of the signed consent for reevaluation. Evaluations will be completed by the designated persons and passed on to the School Psychologist (who will serve as Case Manager for the reevaluation process). The Psychologist will compile the reports and pertinent documents and pass the compilation of information to the Program Specialist who will promptly schedule a Reevaluation Review meeting.

Describe the district's procedures for ensuring that an assistive technology assessment is completed within 60 school days after an IEP team makes the recommendation.

Once a referral for an Assistive Technology evaluation is made, it is sent to the Assistive Technology team. The Assistive Technology Specialist and the Program Specialist will be responsible for managing the time-line to ensure that the evaluation for assistive technology will be completed within 60 school days after the IEP team's re-evaluation meeting in which the AT assessment was recommended.

5. Determination of continued need for special education and related services

- a. A meeting of the individual educational plan team is convened to review all available information about the student, including reports from the additional evaluations, and to determine whether the student continues to be a student with a disability in need of special education and related services. If the student continues to be an eligible student, the student's individual educational plan is reviewed and revised, as appropriate, to incorporate the results of the reevaluation.
- b. If the reevaluation indicates that the student is no longer a student with a disability or that special education and related services are no longer needed, the parent must be provided prior written notice that these services will be discontinued.
- c. If the reevaluation indicates that the student's disability has changed (i.e., adding, deleting, or changing a disability category), the applicable eligibility staffing procedures are followed.

Part I. General Policies and Procedures

Section I: Independent Educational Evaluations

Statutory and Regulatory Citations

34 CFR §300.502
Rule 6A-6.03311, F.A.C.

Definition

An independent educational evaluation (IEE) is an evaluation conducted by a qualified evaluation specialist who is not employed by the school district responsible for the education of the student in question.

General

1. The parents of a student with a disability have the right to an IEE at public expense if the parent disagrees with an evaluation obtained by the school district.
2. The parent of a student with a disability is to be provided, upon request for an IEE, information about where an IEE may be obtained and the school district criteria applicable to IEEs.
3. Public expense means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
4. Whenever an IEE is conducted, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluation specialist, shall be the same as the criteria used by the school district when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an IEE.
5. The school district may not impose conditions or timelines for obtaining an IEE at public expense other than those criteria described in rule 6A-6.03311, F.A.C.
6. If a parent requests an IEE at public expense, the school district must, without unnecessary delay, **either** :
 - Ensure that an IEE is provided at public expense.
 - Initiate a due process hearing under this rule to show that its evaluation is appropriate or that the evaluation obtained by the parent did not meet the school district's criteria. If the school district initiates a hearing and the final decision from the hearing is that the school district's evaluation is appropriate, then the parent still has a right to an IEE but not at public expense.
7. If a parent requests an IEE, the school district may ask for the parent to give a reason why he or she objects to the district's evaluation. However, the explanation by the parent may not be required, and the school district may not unreasonably delay either providing the IEE at public expense or initiating a due process hearing to defend the district's evaluation.
8. A parent is entitled to only one IEE at public expense each time the school district conducts an evaluation with which the parent disagrees.
9. If the parent obtains an IEE at public expense or shares with the school district an evaluation obtained at private expense:
 - The school district shall consider the results of such evaluation in any decision regarding the provision of FAPE to the student, if it meets appropriate school district criteria described in Rule 6A- 6.03311, F.A.C.
 - The results of such evaluation may be presented by any party as evidence at any due process hearing regarding that student.
10. If an administrative law judge requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

Describe the district's policies and procedures for responding to a parent's request for an IEE at public expense.

The district's policies and procedures for responding to a parent's request for an IEE at public expense are as follows:

- The district meets with the parent and school personnel to review the current evaluation and discuss the concerns of the parent.
- The district makes a decision as to whether or not to approve the request of an Independent Educational Evaluation.
- If the district approves the request for an IEE, a letter is sent to the parent approving such request along with a list of qualified evaluators with addresses and phone numbers from which the parent should choose an evaluator to conduct the assessment. The district provides the parent with information on criteria that an independent evaluator needs to meet in order to be considered. However, if the parent requests an evaluator that is not on the list, the district would consider the request and if approved a contract will be developed with the evaluator.
- Should the district deny the parent request for an IEE, a Notice of refusal will be sent to the parent explaining why the request was denied. If it is decided that the district will not fund the requested IEE, the ESE Director/designee will take immediate action to initiate a due process hearing to show that the district's evaluation is appropriate or that an evaluation already obtained by the parent did not meet school district criteria.

*A parent is entitled to only one IEE at public expense each time the school district conducts an evaluation with which the parent disagrees.

Describe the district's policies and procedures for consideration of the results of an IEE obtained at private expense.

When parents obtain an independent evaluation at private expense and share the results of that evaluation with the district, the district must consider that evaluation in any decision made with respect to identification, educational placement, and/or the provision of FAPE (free appropriate public education) provided that the private evaluation meets district criteria for evaluations, including criteria regarding qualified evaluators.

Part II.

Policies and Procedures for Students with Disabilities

Part II. Policies and Procedures for Students with Disabilities

Section A: Instructional Program

Statutory and Regulatory Citation

Rule 6A-6.03411, F.A.C.

The following applies to the instructional program for students with disabilities in general. In addition to the philosophical, curricular, and instructional support issues included here, there are disability-specific expectations or requirements for certain categories of disability. That information is provided in the relevant *Exceptional Student Education Eligibility* sections of this document.

Philosophy

1. Each student with a disability is entitled to receive FAPE in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible.
2. Special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Related services are defined in Rule 6A-6.03411(1)(dd), F.A.C.
3. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
4. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, or modifications.

Curriculum

1. To maximize accessibility to the curriculum, students will access the state standards through appropriate programming, support from special education and regular education teachers, support in the use of assistive technology, and through the use of universal design principals.
2. For most students with disabilities, these supports provide progress toward a standard high school diploma.

Instructional Support

1. Students receive instructional support through specially designed instruction and related services as determined through the IEP process.
2. Teachers are trained in designing and implementing individualized programs to address the learning needs of each student.
3. Teachers are provided with administrative support to assure reasonable class size and workload, adequate funds for materials, and professional development.
4. Teachers instruct students in the unique skills necessary to access and benefit from the core curriculum. These skills may include, but are not limited to, curriculum and learning strategies, compensatory skills, independent functioning, social emotional behavior, use of assistive technology, and communication.
5. A range of service delivery options is available to meet the student's needs: consultation, itinerant instruction, resource room, special class, separate school, residential placement, homebound or hospitalized, and community-based or home-based services.
6. School districts may provide professional development for teachers in coordination with community agencies, the Florida School for the Deaf and the Blind, discretionary projects funded by the Department of Education and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Division of Vocational Rehabilitation, Department of Children and Families, and the Department of Health, Children's Medical Services, as appropriate.

Part II. Policies and Procedures for Students with Disabilities**Section B.1: Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder****Statutory and Regulatory Citations**

34 CFR §300.8
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03023, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

Autism spectrum disorder (ASD) is a condition that reflects a wide range of symptoms and levels of impairment, which vary in severity from one individual to another. Autism spectrum disorder is characterized by an atypical developmental profile with a pattern of qualitative impairments in social interaction and social communication, and the presence of restricted or repetitive, patterns of behavior, interests, or activities, which occur across settings.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with ASD if evidence of **all** of the following criteria are met:

1. Impairment in social interaction as evidenced by delayed, absent, or atypical ability to relate to individuals or the environment;
2. Impairment in verbal or nonverbal language skills used for social communication
3. Restricted or repetitive patterns of behavior, interests, or activities;
4. The core features identified in 1, 2, and 3 occur across settings.
5. The student demonstrates a need for special education as defined in rule 6A-6.03411(1)(kk), F.A.C.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331(5), F.A.C., the district shall conduct a full and individual evaluation that addresses the core features of ASD to include deficits in social interaction, social communication, and restricted or repetitive patterns of behavior, interests, or activities. An evaluation for determining eligibility shall include the following components:

1. Behavioral observations conducted by members of the evaluation team targeting social interaction, social communication skills, and restricted or repetitive patterns of behavior, interests, or activities across settings;
2. A social developmental history based on an interview with the parents(s) or guardian(s);
3. A psychological evaluation that includes assessment of academic, intellectual, social-emotional, and behavioral functioning and must include at least one standardized instrument specific to ASD;
4. A language evaluation that includes assessment of the pragmatic (both verbal and nonverbal) and social interaction components of social communication (an observation of the student's social communication skills must be conducted by a speech language pathologist);
5. A standardized assessment of adaptive behavior; and
6. If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the student's individual educational plan.

Unique Philosophical, Curricular, or Instructional Considerations

1. While students with ASD share instructional needs with other students, there are characteristics that are specific to ASD, including the development and use of language and communication skills, the development of

appropriate social skills, and the development of appropriate behavioral skills. The need to tailor instruction to the individual learning styles and needs of each student requires that teachers of students with ASD be knowledgeable in a variety of educational strategies.

2. Inherent in a program for students with ASD is the recognition that ASD is a developmental disability that adversely impacts the student's communication, social, and behavioral skills. It is important to take into consideration the student's strengths and needs in all three areas when tailoring educational services for the student.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with autism spectrum disorders.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.2: Exceptional Student Education Eligibility for Students who are Deaf or Hard-of-Hearing

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, and 300.113
 Sections 1003.01(3), 1003.55, and 1003.57, F.S.
 Rules 6A-6.03013 and 6A-2.0010, 6A-6.03028 and 6A-6.0331, F.A.C.

Definition

A student who is deaf or hard-of-hearing has a hearing loss, aided or unaided, that impacts the processing of linguistic information and which adversely affects performance in the educational environment. The degree of loss may range from mild to profound.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student who is deaf or hard-of-hearing if the following criteria are met:

1. Medical: An audiological evaluation documents a permanent or fluctuating hearing threshold level that interferes with progress in any one of the following areas: developmental skills or academic performance, social-emotional development, or linguistic and communicative skills as evidenced by:
 - a. 25 decibel (dB) + or - 5 dB or greater based on pure tone average or average of 500, 1000, and 2000 Hz unaided in the better ear; or
 - b. A high frequency hearing threshold level of 25 dB + or - 5 dB or greater based on pure tone average of 1000, 2000, and 3000 Hz unaided in the better ear; or
 - c. A unilateral hearing threshold level of 50 dB + or - 5 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided; or
 - d. Auditory Evoked Potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified above,

and
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include **all** of the following:

1. Audiological evaluation
2. Evaluation of developmental skills or academic achievement, including information on the student's academic strengths and weaknesses
3. Evaluation of social development
4. Evaluation of receptive and expressive communication
5. A comprehensive nonverbal assessment of intellectual functioning or developmental scales, if more appropriate, for children under age seven

Selection of assessment instruments shall take into consideration the student's functioning level, degree of hearing loss, and method of communication.

Student Reevaluation

A reevaluation will occur at least every three years and will include at a minimum an audiological evaluation and, if appropriate, any other formal evaluations addressed in the initial evaluation in accordance with the Student Evaluation section above.

Unique Philosophical, Curricular, or Instructional Considerations

1. All students who are identified as deaf or hard-of-hearing will be screened for Usher syndrome at least one time between grades 6 and 12. Qualified evaluators include: teachers of the deaf or hard-of-hearing, speech language pathologists, audiologists, teachers of the blind or visually impaired, and school health personnel who have been trained in Usher's screening procedures.
2. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard-of-hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:
 - a. Residual hearing
 - b. Speech reading
 - c. Manual communication systems
 - d. Speech
 - e. Appropriate amplification
3. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Communication Plan form adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner. The school district shall consider the communication and language needs of students who are deaf or hard-of-hearing, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, and opportunities for direct instruction in the student's language and communication mode.
4. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.
5. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. School districts are responsible for providing appropriate services for the students. However, appropriate services do not include maintaining, optimizing (i.e., mapping), or replacing cochlear implants.
6. Interpreting services includes the following, when used with respect to children who are deaf or hard-of-hearing: oral transliteration services; cued language transliteration services; sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print; and TypeWell; and special interpreting services for children who are deaf-blind.
7. Each learning environment shall have appropriate acoustic treatment, lighting, and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., Personal or Soundfield FM systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained, and considered for replacement on a five (5)-year cycle. Visual alarm devices shall be provided in all areas where students who are deaf or hard-of-hearing may be separated from persons with normal hearing—group bathrooms, corridors, specific areas designated for the deaf, etc., in accordance with Rule 6A-2.0010, F.A.C.
8. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who are deaf or hard-of-hearing.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.3: Exceptional Student Education Eligibility for Prekindergarten Children who are Developmentally Delayed

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§300.8 and 303.21

Sections 1003.01, 1003.21, and 1003.57, F.S.

Rules 6A-6.03026, 6A-6.03027, 6A-6.03028, 6A-6.03029, 6A-6.03031, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

1. For an infant or toddler from birth through two years of age, developmental delay is defined as delay in one or more of the following developmental domains: adaptive development; cognitive development; communication development; social or emotional development; or physical development.
2. For a child three through five years of age, developmental delay is defined as a delay in one or more of the following areas: adaptive or self-help development; cognitive development; communication development; social or emotional development; or physical development, including fine, gross, or perceptual motor.

Eligibility Criteria

1. For a child three through five years of age

A child is eligible for specially designed instruction and related services as a student with developmental delay when the following criteria are met:

- a. The child is three through five years of age.
 - b. There is documentation of **one** of the following:
 - A score of two standard deviations (SD) below the mean or a 25 percent delay on measures yielding scores in months in at least one area of development
 - A score of 1.5 SD below the mean or a 20 percent delay on measures yielding scores in months in at least two areas of development
 - Based on informed clinical opinion, the eligibility staffing committee makes a recommendation that a developmental delay exists and exceptional student education services are needed
 - c. The eligibility staffing committee or multidisciplinary team, which includes the invited parent(s), makes a determination concerning the effects of the environment, cultural differences, or economic disadvantage.
2. For a child birth through two years of age (below 36 months)

An infant or toddler is eligible for exceptional student education when a team of qualified professionals and the parent or guardian, in accordance with Rule 6A-6.0331(6), F.A.C., determine that **all** the following criteria are met:

- a. The child is below the age of 36 months;
- b. There is documentation of **one** of the following:
 1. A score of 1.5 standard deviations below the mean in two or more developmental domains as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; or

2. A score of 2.0 standard deviations below the mean in one developmental domain as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; or
 3. Based on informed clinical opinion a determination has been made that a developmental delay exists.
- c. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
 - d. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has a developmental delay as defined in section (2)(b) of this rule; and,
 - e. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Child Evaluation

In addition to the provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluation for prekindergarten children, the evaluation for determination of eligibility shall include the following:

Procedures for evaluation for children three through five years:

- a. Delay is documented by a multidisciplinary team using multiple measures of assessment, which include the following:
 - Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parent (s); or
 - Informed clinical opinion using qualitative and quantitative information to determine the need for early intervention services; and
 - Parent report, which can confirm or modify information obtained and describe behavior in environments that the district may not be able to access.
- b. When a developmental delay cannot be verified by the use of standardized instruments, the delay(s) may be established through observation of atypical functioning in any one or more of the developmental areas. A report shall be written documenting the evaluation procedures used, the results obtained, the reasons for overriding those results from standardized instruments, and the basis for recommending eligibility.

Continued Eligibility for ESE Services

1. For a child three through five years of age, continued eligibility as a student with a disability under another category will be determined before the child is six years old.
2. For a child birth through two years of age (below 36 months), continued eligibility as a child with a disability will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

1. For a child three through five years of age
 - a. As appropriate, the individualized family support plan (IFSP) or individual educational plan (IEP) shall be developed through interagency collaboration with the family and other providers of services to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03028, and 6A-6.03029, F.A.C.
 - b. Because of the rapid development of young children, on-going observations and assessments shall be conducted as needed to plan for IFSP or IEP modifications.
2. For a child birth through two years of age (below 36 months)
 - a. The IFSP shall be developed in collaboration with the family and other providers of service to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03029, and 6A-6.0331, F.A.C.
 - b. Because of the rapid development of young children and the changing needs of families, ongoing observations or assessments shall be conducted at least every six months for the purpose of completing the periodic review of the IFSP.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for prekindergarten children with developmental delays.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.4: Exceptional Student Education Eligibility for Students who are Dual-Sensory Impaired

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, 300.113, and 300.172 and 300.324
 Chapters 458 and 463, F.S.
 Sections 1003.55, 1003.57, and 1003.575, F.S.
 Rules 6A-2.0010, 6A-6.03014, 6A-6.03022 and 6A-6.0331, F.A.C.

Definition

Dual-sensory impairment is defined to mean concomitant hearing and visual impairments, or etiology or diagnosed medical condition that indicates a potential dual sensory loss, the combination of which impacts communication, independence, and other developmental and educational needs.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a dual-sensory impairment if the following criteria are met:

1. One or more of the following visual impairments:

- a. A visual acuity of 20/70 or less in the better eye after best correction;
- b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;
- c. A progressive loss of vision that may affect the student's ability to function in an educational setting, not including students who have learning problems that are primarily the result of visual perceptual and/or visual motor difficulties;
- d. For children birth to five years of age or students who are otherwise unable to be assessed, bilateral lack of central, steady, or maintained fixation of vision with an estimated visual acuity of 20/70 or less after best possible correction; bilateral central scotoma involving the perimacula area (20/80-20/200); bilateral grade III, IV, or V retinopathy of prematurity (ROP); or documented eye impairment as stated in rule 6A-6.03014(3)(a), F.A.C.; **or**
- e. Functional blindness;

and

2. One or more of the following hearing impairments:

- a. 25 decibel (dB) + or - 5 dB or greater based on pure tone average or average of 500, 1000, and 2000 Hz unaided in the better ear;
- b. A high frequency hearing threshold level of 25 dB + or - 5 dB or greater based on pure tone average of 1000, 2000, and 3000 Hz unaided in the better ear;
- c. A unilateral hearing threshold level of 50 dB + or - 5 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided;
- d. Auditory evoked potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified above; **or**
- e. Functional hearing loss;

and

3. The student demonstrates a need for special education.

OR

4. The student has a medical report from a physician licensed in Florida in accordance with Chapter 458 or Chapter 463, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C., confirming the existence of such a medical condition having the potential for dual sensory loss to include the diagnosis, its prognosis, and the potential for dual sensory loss; and
5. The student demonstrates a need for special education.

Student Evaluation

In addition, to the procedures defined in rule 6A-6.0331(5), F.A.C., the minimum student evaluations include:

1. A medical eye exam by an ophthalmologist or optometrist licensed in Florida
in accordance with Chapter 458 or Chapter 463, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C., describing etiology, diagnosis, treatment regimen, prognosis, near and distance vision, corrected and uncorrected acuity measures for left eye, right eye, and both eyes, measure of field of vision, and recommendations for lighting levels, physical activity, aids, or use of glasses, as appropriate;
2. An audiological evaluation;
3. A functional vision evaluation;
4. A functional hearing assessment;
5. An assessment of social development;
6. An evaluation of receptive and expressive communication by a speech and language pathologist;
7. A learning media assessment;
8. If appropriate, an orientation and mobility assessment and sign language assessment; and
9. If available, a medical report from a physician licensed in Florida in accordance with Chapter 458 or Chapter 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., describing the etiology or diagnosis of the student's medical condition that does, or has the potential to, result in dual sensory loss.

Student Reevaluation

1. A reevaluation shall occur at least every three years and shall include, at a minimum, the following:
 - a. A functional vision evaluation;
 - b. A functional hearing assessment;
 - c. An assessment of social development;
 - d. An evaluation of receptive and expressive communication by a speech and language pathologist;
 - e. A learning media assessment;
 - f. If appropriate, an orientation and mobility assessment and a sign language assessment; and
 - g. Any other evaluations specified by an evaluation specialist and an exceptional student teacher after examination of available information in all areas addressed in the initial evaluation or in subsequent reevaluations of the student in accordance with Rule 6A-6.0331, F.A.C.

Qualified Evaluators

The following are qualified evaluators for specialized evaluations:

1. An optometrist or ophthalmologist for a medical eye exam
2. A teacher of the visually impaired, orientation and mobility specialist, or low vision specialist for a functional vision assessment
3. An audiologist for an audiological evaluation
4. A teacher of the deaf or hard-of-hearing, speech and language pathologist, or audiologist for a functional hearing assessment:

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments, including students with dual-sensory impairment, are registered for services from the Florida Instructional Materials Center for the Visually Impaired. Additionally, information regarding all students who are dual-sensory impaired shall be submitted to the state's registry of students with dual-sensory impairments.
2. In accordance with 34 CFR §300.324, students will be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.
3. Orientation and mobility is a related service provided to blind or visually impaired students if determined necessary by the IEP team that enables those students to attain systematic orientation to and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial awareness, use of sensory information to maintain orientation, the use of mobility devices (i.e., long cane, distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.
4. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Model Communication Plan adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner. School districts shall consider the communication and language needs of students who are deaf or hard-of-hearing, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode in accordance with 34 CFR §300.324.
5. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard-of-hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:
 - a. Residual hearing
 - b. Speech reading
 - c. Manual communication systems
 - d. Speech
 - e. Appropriate amplification
6. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.
7. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. School districts are responsible for providing appropriate services for the students. However, appropriate services do not include maintaining, optimizing (i.e., mapping), or replacing cochlear implants.
8. Interpreting services include the following, when used with respect to children who are deaf or hard-of-hearing: oral transliteration services; cued language transliteration services; sign language transliteration and

interpreting services; transcription services, such as CART, C-Print, and TypeWell; and special interpreting services, such as an intervener, for children who are deaf-blind.

9. Each learning environment shall have appropriate acoustic treatment, lighting, and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., personal or Soundfield FM systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained, and considered for replacement on a five-year cycle. Visual alarm devices shall be provided in all areas where students who are deaf or hard-of-hearing may be separated from persons with normal hearing, such as group bathrooms, corridors, specific areas designated for the deaf, etc., in accordance with Rule 6A-2.0010, F.A.C.
10. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually. Additionally, in accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the Division of Blind Services (DBS) may occur for students eligible for DBS services, with parent participation and agreement.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with dual-sensory impairment.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.5: Exceptional Student Education Eligibility for Students with Emotional or Behavioral Disabilities

Statutory and Regulatory Citations

34 CFR §300.8
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03016 and 6A-6.0331, F.A.C.

Definition

A student with an emotional or behavioral disability (EBD) has persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity.

Evidence-Based Interventions in General Education

Prior to an evaluation, the district must meet the general education requirements in Rule 6A-6.0331(1), F.A.C., including the responsibility to implement evidence-based interventions for students requiring additional academic and emotional or behavioral support in the general education environment. General education activities and interventions conducted prior to an evaluation in accordance with Rule 6A-6.0331(1) F.A.C., may be used to satisfy the requirements of Rule 6A-6.03016, F.A.C.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with emotional or behavioral disabilities if the following criteria are met:

1. A student with an emotional or behavioral disability demonstrates an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical, or health (with the exception of mental health) factors; and one or more of the following characteristics:
 - a. Internal factors characterized by:
 - Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends or school work, or mood swings, or erratic behavior; or
 - The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems; or
 - Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or
 - b. External factors characterized by:
 - An inability to build or maintain satisfactory interpersonal relationships with peers, teachers, and other adults in the school setting; or
 - Behaviors that are chronic and disruptive such as noncompliance, verbal or physical aggression, or poorly developed social skills that are manifestations of feelings, symptoms, or behaviors as specified in section 1.a) above.
2. The characteristics described above are present for a minimum of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to or from school, or home and community settings. At least one setting must include school.
3. The student demonstrates a need for special education.

4. In extraordinary circumstances, the general education requirements in Rule 6A-6.0331, F.A.C., and the criteria for eligibility relating to duration and setting described in 2. Above may be waived when immediate intervention is required to address an acute onset of an internal characteristic listed above in 1. a) of the Eligibility Criteria section.
5. The characteristics described below are not indicative of a student with an emotional or behavioral disability:
 - a. Normal, temporary (fewer than six months) reactions to life event(s) or crisis, or
 - b. Emotional or behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions, or
 - c. Social maladjustment unless also found to meet the criteria for an emotional or behavioral disability

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include **all** of the following:

- a. A functional behavioral assessment (FBA) must be conducted. The FBA must identify the specific behavior(s) of concern, conditions under which the behavior is most and least likely to occur, and function or purpose of the behavior. A review and, if necessary, a revision of an FBA completed as part of general education interventions may meet this requirement if it meets the conditions described in this section. If an FBA was not completed to assist in the development of general education interventions, one must be completed and a well-delivered scientific, research-based behavioral intervention plan of reasonable intensity and duration must be implemented with fidelity prior to determining eligibility.
- b. The evaluation must include documentation of the student's response to general education interventions implemented to target the function of the behavior as identified in the FBA.
- c. A social developmental history compiled from a structured interview with the parent or guardian that addresses developmental, familial, medical, health, and environmental factors impacting learning and behavior, and which identifies the relationship between social developmental and socio-cultural factors, and the presence or nonpresence of emotional or behavioral responses beyond the school environment.
- d. A psychological evaluation conducted in accordance with Rule 6A-6.0331, F.A.C. The psychological evaluation should include assessment procedures necessary to identify the factors contributing to the development of an emotional or behavioral disability, which include behavioral observations and interview data relative to the referral concerns, and assessment of emotional and behavioral functioning, and may also include information on developmental functioning and skills. The psychological evaluation shall include a review of general education interventions that have already been implemented and the criteria used to evaluate their success.
- e. A review of educational data that includes information on the student's academic levels of performance, and the relationship between the student's academic performance and the emotional or behavioral disability; additional academic evaluation may be completed if needed.
- f. A medical evaluation must be conducted when it is determined by the administrator of the exceptional student program or the designee that the emotional or behavioral responses may be precipitated by a physical problem.

Unique Philosophical, Curricular, or Instructional Considerations

1. When making a distinction between students with internalized or externalized characteristics, the IEP team will consider these presenting manifestations as they determine the needs of the students when recommending: goals and short-term objectives or benchmarks, if appropriate; specially designed instruction and related services; and the location of such services.
2. Services for students with EBD provide an integrated curriculum of academic, affective, and behavioral interventions. These services are designed to support the improvement of academic and social functioning through academic (e.g., differentiated instruction, mastery learning), affective (e.g., individual or group counseling, parent education and support), and behavioral (e.g., behavior support; consultation from mental health, medical, or other professionals) interventions. Student improvement is measured through continuous progress monitoring of responses to intervention. A critical component of effective EBD services is parent involvement and on-going communication about implementation and outcomes of interventions.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with emotional or behavioral disabilities.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.6: Exceptional Student Education Eligibility for Infants or Toddlers Birth through Two Years Old who have Established Conditions

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§303.21 and 303.300
 Sections 1003.01, 1003.21, and 1003.57, F.S.
 Rules 6A-6.03030, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

An infant or toddler with an established condition is defined as a child from birth through two years of age with a diagnosed physical or mental condition known to have a high probability of resulting in developmental delay. Such conditions shall include genetic and metabolic disorders, neurological disorders, a severe attachment disorder, an autism spectrum disorder, a sensory impairment (vision or hearing), or the infant's birth weight was less than 1,200 grams.

Eligibility Criteria

An infant or toddler is eligible for exceptional student education when a team of qualified professionals and the parent or guardian in accordance with Rule 6A-6.0331(6), F.A.C., determine that all the following criteria are met:

1. The infant or toddler is below the age of 36 months;
2. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
3. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has an established condition as defined in section (1) of rule 6A-6.03030, F.A.C.; and,
4. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Continued Eligibility

Continued eligibility for exceptional student education programs will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

The individualized family support plan (IFSP) shall be developed with the Local Early Steps, the family, and other providers of service to the child and family, and shall include services to provide the parent, guardian, or primary caregiver the opportunity to acquire specific skills and knowledge that will enable them to enhance the child's cognitive, physical, social, communication, and adaptive behavior. In the provision of an appropriate educational program for eligible children with disabilities ages birth through two years, home instruction may include direct instruction of the parent, guardian, or primary caregiver.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for children birth through two years old with established conditions.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.7: Exceptional Student Education Eligibility for Students who are Homebound or Hospitalized

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §300.115

Chapters 458 and 459, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03020, 6A-6.03022, 6A-6.03023, 6A-6.03027 and 6A-6.03028, F.A.C.

Definitions

1. A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition that is acute or catastrophic in nature, or a chronic illness or a repeated intermittent illness due to a persisting medical problem, which confines the student to home or hospital and restricts activities for an extended period of time. The medical diagnosis shall be made by a licensed physician.
2. Licensed physician is defined in Chapter 458 and Chapter 459, F.S., as one who is qualified to assess the student's physical or psychiatric condition.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student who is homebound or hospitalized if the following criteria are met:

1. A licensed physician must certify:
 - a. That the student is expected to be absent from school due to a physical or psychiatric condition for at least 15 consecutive school days (or the equivalent on a block schedule), or due to a chronic condition for at least 15 school days (or the equivalent on a block schedule), which need not run consecutively;
 - b. That the student is confined to home or hospital; and
 - c. That the student will be able to participate in and benefit from an instructional program.
2. The student is under medical care for illness or injury that is acute, catastrophic, or chronic in nature.
3. The student can receive instructional services without endangering the health and safety of the instructor or other students with whom the instructor may come in contact.
4. The student is in kindergarten through twelfth grade and is enrolled in a public school prior to the referral for homebound or hospitalized services, unless the student meets criteria for eligibility under Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03022, 6A-6.03023, and 6A-6.03027, F.A.C.
5. A parent, guardian, or primary caregiver signs parental agreement concerning homebound or hospitalized policies and parental cooperation.
6. The student demonstrates a need for special education.

Student Evaluation

The minimum evaluation for determining eligibility shall include:

1. An annual medical statement from a Florida physician(s) (i.e., licensed in accordance with Chapter 458 and Chapter 459, F.S.) that includes a description of the disabling condition or diagnosis with any medical

implications for instruction. This report must state that the student is unable to attend school, describe the plan of treatment, provide recommendations regarding school re-entry, and give an estimated duration of condition or prognosis. The team determining eligibility may require additional evaluation data. This additional evaluation data must be provided at no cost to the parent.

2. A physical reexamination and a medical report by a licensed physician(s) may be requested by the administrator of exceptional student education or the administrator's designee on a more frequent basis than required in this rule, and may be required if the student is scheduled to attend school part of a day during a recuperative period of readjustment to a full school schedule. This physical examination and medical report shall be at no cost to the parent.

Procedures for Providing an Individual Educational Plan (IEP)

1. The IEP shall be developed or revised prior to assignment to the homebound or hospitalized program placement.
2. A student may be alternatively assigned to the homebound or hospitalized program and to a school-based program due to an acute, chronic or intermittent condition as certified by a licensed physician.
3. This decision shall be made by the IEP team in accordance with the requirements of Rule 6A-6.03028, F.A.C.

Instructional Services

The following settings and instructional modes, or a combination thereof, are appropriate methods for providing instruction to students determined eligible for these services:

1. Instruction in a home. The parent, guardian or primary caregiver shall provide a quiet, clean, well-ventilated setting where the teacher and student will work; ensure that a responsible adult is present; and establish a schedule for student study between teacher visits that takes into account the student's medical condition and the requirements of the student's coursework.
2. Instruction in a hospital. The hospital administrator or designee shall provide appropriate space for the teacher and student to work and allow for the establishment of a schedule for student study between teacher visits.
3. Instruction through telecommunications or computer devices. When the IEP team determines that instruction is by telecommunications or computer devices, an open, uninterrupted telecommunication link shall be provided, at no additional cost to the parent, during the instructional period. The parent shall ensure that the student is prepared to actively participate in learning.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who are hospitalized or homebound.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities**Section B.8: Exceptional Student Education Eligibility for Students with Intellectual Disabilities****Statutory and Regulatory Citations**

34 CFR §300.8
Chapter 490, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-4.0311, 6A-6.03011 and 6A-6.0331, F.A.C.

Definition

An intellectual disability is defined as significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to 18 years of age.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an intellectual disability if the following criteria are met:

1. The measured level of intellectual functioning is more than two standard deviations below the mean on an individually measured, standardized test of intellectual functioning.
2. The level of adaptive functioning is more than two standard deviations below the mean on the adaptive behavior composite or on two out of three domains on a standardized test of adaptive behavior. The adaptive behavior measure shall include parental or guardian input.
3. The level of academic or pre-academic performance on a standardized test is consistent with the performance expected of a student of comparable intellectual functioning.
4. The social developmental history identifies the developmental, familial, medical, health, and environmental factors impacting student functioning and documents the student's functional skills outside of the school environment.
5. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the minimum evaluation for determining eligibility shall include all of the following:
 - a. A standardized individual test of intellectual functioning individually administered by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
 - b. A standardized assessment of adaptive behavior to include parental or guardian input.
 - c. An individually administered standardized test of academic or pre-academic achievement. A standardized developmental scale shall be used when a student's level of functioning cannot be measured by an academic or pre-academic test.
 - d. A social developmental history that has been compiled directly from the parent, guardian, or primary caregiver.
2. Eligibility is determined by a group of qualified professionals and the parent or guardian in accordance with Rule 6A-6.0331, F.A.C. The documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:
 - a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.

- b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic and intellectual functioning.
- c. The educationally relevant medical findings, if any.
- d. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.
- e. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusion.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with intellectual disabilities.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.9: Exceptional Student Education Eligibility for Students with Orthopedic Impairment

Statutory and Regulatory Citations

34 CFR §300.8
 Chapters 458 and 459, F.S.
 Sections 1003.01 and 1003.57, F.S.
 Rules 6A-6.030151 and 6A-6.0331, F.A.C.

Definition

Orthopedic impairment means a severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including, but not limited to, skeletal deformity or spina bifida) and impairments resulting from other causes (e.g., including, but not limited to, cerebral palsy or amputations).

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an orthopedic impairment if the following criteria are met:

1. There is evidence of an orthopedic impairment that adversely affects the student's performance in the educational environment in any of the following: ambulation, hand movement, coordination, or daily living skills.
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include all of the following:

1. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.
2. An educational evaluation that identifies educational and environmental needs of the student.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with an orthopedic impairment.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.10: Exceptional Student Education Eligibility for Students with Other Health Impairment

Statutory and Regulatory Citations

34 CFR §300.8
 Chapters 458 and 459, F.S.
 Sections 1003.01 and 1003.57, F.S.
 Rules 6A-6.030152 and 6A-6.0331, F.A.C.

Definition

Other health impairment means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems. This includes, but is not limited to, asthma, attention deficit disorder or attention deficit hyperactivity disorder, Tourette syndrome, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and acquired brain injury.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an other health impairment if the following criteria are met:

1. There is evidence of a health impairment that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment.
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluations shall include all of the following:

- a. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction
- b. An educational evaluation that identifies educational and environmental needs of the student.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with other health impairment.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.11: Exceptional Student Education Eligibility for Students with Traumatic Brain Injury

Statutory and Regulatory Citations

34 CFR §300.8
 Chapters 458 and 459, F.S.
 Sections 1003.01 and 1003.57, F.S.
 Rules 6A-6.030153 and 6A-6.0331, F.A.C.

Definition

A traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a traumatic brain injury if the following criteria are met:

1. There is evidence of a traumatic brain injury that impacts one or more of the areas identified in the definition.
2. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluations shall include all of the following:
 - a. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the traumatic brain injury and any medical implications for instruction
 - b. Documented evidence by more than one person, including the parent, guardian, or primary caregiver, in more than one situation. The documentation shall include evidence of a marked contrast of pre- and post-injury capabilities in one or more of the following areas: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing or speech
 - c. An educational evaluation that identifies educational and environmental needs of the student.
2. The evaluation may also include a neuropsychological evaluation when requested by the exceptional student education administrator or designee.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with traumatic brain injury.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.12: Exceptional Education Eligibility for Students with Specific Learning Disabilities

Statutory and Regulatory Citations

34 CFR §300.8
 Section 1003.57, F.S.
 Rules 6A-1.09401, 6A-6.03018, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

A specific learning disability is defined as a disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Associated conditions may include, but are not limited to, dyslexia, dyscalculia, dysgraphia, or developmental aphasia. A specific learning disability does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional or behavioral disability, limited English proficiency, or environmental, cultural, or economic factors.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a specific learning disability if all of the following criteria are met:

1. Evidence of specific learning disability

The student's parent(s) or guardian(s) and group of qualified personnel may determine that a student has a specific learning disability if there is evidence of each of the following:

- a. When provided with learning experiences and instruction appropriate for the student's chronological age or grade-level standards, in accordance with Rule 6A-1.09401, F.A.C., the student does not achieve adequately for the student's chronological age or does not meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in **one or more** of the following areas based on the review of multiple sources that may include group or individual criterion or norm-referenced measures, including individual diagnostic procedures:

- Oral expression
- Listening comprehension
- Written expression
- Basic reading skills
- Reading fluency skills
- Reading comprehension
- Mathematics calculation
- Mathematics problem solving

The school district has the **option** of requiring that an individually-administered, standardized test of achievement be administered by a qualified evaluator in accordance with Rule 6A-6.03018(4)(b)2., F.A.C., as one of the evaluation procedures used to address the requirements of Rule 6A-6.03018(4)(a) 1., F.A.C.

One of the following **must** be selected:

- The district **requires** that an individually administered, standardized test of achievement (that addresses the relevant areas of concern as identified by the team) be given by a qualified evaluator after obtaining parental consent for an evaluation.

○ The district does not require that an individually administered, standardized test of achievement be given by a qualified evaluator after obtaining parental consent for an evaluation. The team responsible for the evaluation may determine the need for an individually administered, standardized test of achievement on an individual student basis.

- b. The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified in section 1.a) (above) as determined through:
 - A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C.
- c. The group determines that its findings under paragraph a) of this subsection are not primarily the result of one or more of the following:
 - A visual, hearing, or motor disability
 - Intellectual disability
 - Emotional or behavioral disability
 - Cultural factors
 - Irregular pattern of attendance or high mobility rate
 - Classroom behavior
 - Environmental or economic factors
 - Limited English proficiency

2. The student demonstrates a need for special education.

Student Evaluation

The evaluation procedures shall include the following:

1. The school district must promptly request parental or guardian consent to conduct an evaluation to determine if the student needs specially designed instruction in the following circumstances:
 - a. The student does not make adequate progress when:
 - Prior to a referral, the student has not made adequate progress after an appropriate period of time when provided appropriate instruction and intense, individualized interventions; or
 - Prior to referral, intensive interventions are demonstrated to be effective but require sustained and substantial effort that may include the provision of specially designed instruction and related services;
 - and
 - b. Whenever a referral is made to conduct an evaluation to determine the student's need for specially designed instruction and the existence of a disability.

2. Observation requirement

In determining whether a student needs specially designed instruction and has a specific learning disability, and in order to document the relationship between the student's classroom behavior and academic performance, the group must do the following:

- a. Use information from an observation in routine classroom instruction and monitoring of the student's performance that was completed before referral for an evaluation; or
- b. Have at least one member of the group conduct an observation of the student's performance in the student's typical learning environment, or in an environment appropriate for a student of that chronological age, after referral for an evaluation and parental or guardian consent has been obtained.

3. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the evaluation must also include the district's procedures as specified in the SP&P as required by Rule 6A-6.03411, F.A.C. The evaluation must adhere to the timeframe required by Rule 6A-6.0331, F.A.C., unless extended by mutual written agreement of the student's parent(s) or guardian(s) and a group of qualified professionals.

Procedures

1. General education intervention procedures and activities

- a. In order to ensure that lack of academic progress is not due to lack of appropriate instruction, a group of qualified personnel must consider the following:
 - Data that demonstrate that the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified area(s) of concern and delivered by qualified personnel in general education settings; and
 - Data-based documentation, which was provided to the student's parent(s) or guardian(s), of repeated measures of achievement at reasonable intervals, graphically reflecting the student's response to intervention during instruction.
- b. General education activities and interventions conducted prior to referral in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

2. Members of the group determining eligibility

The determination of whether a student suspected of having a specific learning disability is a student who demonstrates a need for specially designed instruction and related services and meets the eligibility criteria must be made by the student's parents or guardians and a group of qualified professionals, which must include, but is not limited to, all of the following:

- a. The student's general education teacher; if the student does not have a general education teacher, a general education teacher qualified to teach a student of his or her chronological age;
- b. At least one person qualified to conduct and interpret individual diagnostic examinations of students, including, but not limited to, a school psychologist, speech-language pathologist, or reading specialist; and
- c. The district administrator of exceptional student education or designee.

3. Documentation of determination of eligibility

For a student suspected of having a specific learning disability, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:

- a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.
- b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning
- c. The educationally relevant medical findings, if any
- d. Whether the student has a specific learning disability as evidenced by response to intervention data confirming each of the following:
 - Performance discrepancy
The student's academic performance is significantly discrepant for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, which include the peer subgroup, classroom, school, district, and state level comparison groups
 - Rate of progress

When provided with well-delivered scientific, research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is currently enrolled; and

■ Educational need

The student continues to need interventions that significantly differ in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.

- e. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency
- f. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including the following:
 - Documentation of the specific instructional interventions used, the support provided to the individual(s) implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
 - Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation
- g. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion; if it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions

Describe how the district documents a student's response to intervention data to determine eligibility as a student with a specific learning disability, including the progress-monitoring tools used to measure the student's response to intervention and how the team determines the adequacy of the student's response to intervention.

The following document describes the process employed by Gadsden County School District, to document a student's response to intervention to determine the student's eligibility as a student with a Specific Learning Disability (SLD):

- Each school has a Student Study Team (SST) comprised of a variety of professionals which includes an Administrator, School Counselor, School Psychologist, Teacher, Behavior Specialist, Reading Coach and/or Math Coach. Moreover, the parent of the student being addressed is also part of the school's Student Study Team (SST). The composition of the team may vary depending on the resources of the school and/or the issues being addressed. This multidisciplinary team meets to problem-solve and address the needs of students.
- If a teacher has a concern about a student, they may obtain a Student Study Team (SST) referral form from the School Counselor or other member of the team.
- Before a referral is made to the school's Student Study Team (SST), teachers are required to document that they have attempted various strategies within the classroom environment to address the student's needs. Moreover, teachers are also required to indicate that they have made contact with the student's parents whether via telephone or in person, to discuss the area (s) of concern. Parent involvement is considered to be an integral part of the problem-solving process since parents provide us with valuable information about the student such as whether or not the problems have occurred previously, whether there is a family history of learning disabilities, whether or not the student is experiencing or has recently experienced a traumatic situation. Moreover, parents can also give us information about whether or not the student receives outside services, takes a very long time to complete homework assignments and/or becomes frustrated when doing homework assignments. Parents may also reinforce interventions at home and seek additional resources outside of school to help their child. Parent involvement continues throughout the problem-solving process. The parent is invited to attend meetings. If the parent is unable to attend the meeting, they may participate via telephone. Moreover, if because of schedule conflicts, parents are unable to attend meetings or participate in a phone conference, a copy of the conference report is sent home.
- Additionally, before a student is referred to the Student Study Team (SST), two professionals are required to observe the student and document their observations of the student within the general education classroom

environment. These observations should address academic behaviors such as student's class participation, ability to follow directions, assignment completion and other academic behaviors.

-Once these initial steps are completed, the student is referred to the Student Study Team (SST) where data regarding the student's specific area (s) of needs are addressed. In addition to addressing the student's particular area of need, additional information is reviewed/analyzed at the SST meeting. The team reviews existing data such as anecdotal records, social, psychological, medical, and achievement records. Moreover, results of vision and hearing screenings are also reviewed. If vision/hearing screenings are more than 12 months old, updated vision/hearing screenings are requested. If sensory deficits are evident, parents are notified by letter and are requested to consult with a medical professional to further address their child's needs. Attendance data is also reviewed. If the student has an absenteeism rate greater than 20%, the student's attendance must be addressed. Based on the compiled data:

-The problem is defined.

-Solutions to the problem are brainstormed by the team.

-Scientifically-based interventions are discussed and put into place based on the student's needs. Section 6A-6.0331 contains the steps required to develop effective interventions within the Problem Solving/Response to Intervention model. The use of these steps will ensure the development, implementation, and evaluation of evidence-based instruction and interventions. Interventions with the greatest potential for success are chosen.

-A Plan of Action is developed that outlines the implementation of the specific intervention(s) targeted by the team.

-Interventions are documented, monitored and assessed for outcomes. Interventions should be implemented for a reasonable period of time and with a level of intensity that matches the student's needs. The student's progress should be monitored and reported to the parents. The district has not developed standard timelines for interventions. This is because the length of time necessary to respond to interventions may vary based on the child's age, skill area, and skill complexity. Progress monitoring tools may include but are not limited to: FAIR Data, IREADY, Florida Standards Assessment, Weekly Curriculum Assessments. If a student responds positively to the intervention, the interventions should be continued. If a student is improving, but still continues to be performing at a rate significantly below that of his/her peers, it is likely that the intensity of the intervention should be increased. If the student is responding poorly to selected interventions, alternative interventions should be implemented.

-Fidelity checks are completed to determine intervention fidelity. Each team has assigned personnel to monitor the fidelity of interventions within their school.

-Using the GTIPS Model, comparisons are made between the student's performance and that of peers (students in their school, class, socioeconomic level and ethnicity). These comparisons help to determine if the achievement gap is closing.

-Graphs are created that illustrate the student's level of response to intervention. The graphs and data show how the student is progressing. The graphs and collection of data show expected response or inadequate response to interventions.

-The team continues to review trajectory of improvement or lack thereof and determines whether or not to move to more intensive interventions.

-Based on the data, the team will determine what specialized instruction and supports are needed in order for the student to achieve grade level expectations.

-Prior to a request for an evaluation, the school's Student Study Team (SST) must make one of the following determinations and include appropriate documentation indicating that general education intervention procedures have been implemented as required under 6A-6.0331 and indicate that the student should be considered for eligibility for Exceptional Student Education; or the nature and severity of the student's areas of concern make the general education interventions inappropriate in addressing the immediate needs of the student.

-The determination of whether the student suspected of having a specific learning disability is a student who is in need of specially designed instruction and related services and meets the eligibility criteria is made by the student's parents/guardians and a group of qualified professionals including the student's general education teacher, school psychologist, program specialist, and an exceptional student education teacher. Results of the comprehensive evaluation are reviewed. Graphs that document the student's response to intervention, as well as a summary using the GTIPs model are also reviewed. Written evidence of the team's determination of eligibility is documented which indicates that the student has either failed to respond to scientific interventions, or that the intensity of support required by this student to make progress within the general education classroom environment, make them eligible for special education services. Each member of the team is required to sign the Summary form indicating their agreement with the determination of the group. Team members who do not agree with the conclusions of the group must submit a separate statement presenting his/her conclusions.

Describe how parents are engaged as team members in the problem-solving process (include the frequency and graphic format for sharing student progress data with parents).

Parents are viewed as an integral member of the Student Study Team (SST). Parents are involved throughout the entire process. They are provided with written notice at least ten days in advance for all meetings and allowed the opportunity to reschedule at a more convenient time if necessary, or participate via telephone. During each Student Study Team meeting data will be shared with parents, typically data will be shared with parents every four to six weeks. However the SST may meet and share data with parents more often if needed as determined by student

need. parents are provided with information about their child's academic performance and progress on classroom assignments and standardized tests. They are also provided with anecdotal data about their general performance (level of motivation, ability to retain information, attendance, on-task/off-task behaviors). Additionally, they are provided with graphs that indicate their child's performance in comparison to other classmates, their performance relative to a target score, and a trend line that illustrates whether or not the student is making progress, maintaining their level of performance, or regressing.

Describe the types of data used to make comparisons to other students and how teams determine the findings are not primarily due to the exclusionary factors outlined in Rule 6A-6.03018, F.A.C., lack of instruction in reading or math or limited English proficiency.

During the Student Study Team process, data from several sources are analyzed. Classroom observations are completed by two individuals who are very familiar with the student's performance, and discussed during the SST meeting. Data is compiled and comparisons are made with the student's performance in comparison to their classmates on standardized measures such as the FAIR and FSA. The student is compared to other students in the district, their classmates, grade level peers in their school, and members of their socioeconomic and ethnic group. These comparisons are documented on the district's working tool. Student attendance data is compiled and accessed using the district database system (Skyward). Using the District's Attendance Policy, the team determines if the student has been in attendance for a sufficient amount of time to receive appropriate instruction. If the student has missed more than the stipulated amount of time, the team will address attendance concerns prior to a determination of a learning disability. Moreover, students that are English Language Learners (ELL) are assessed on their English language proficiency using a variety of measures to distinguish between language acquisition concerns and a learning disability. If however, the student has not obtained English language proficiency but team still has concerns with the student's academic ability, a referral is made to Florida State University for a bi-lingual evaluation.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with specific learning disabilities.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.13: Exceptional Student Education Eligibility for Students with Speech Impairments

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, and 300.306
 Sections 1003.01, 1003.57, 1012.44 and 1011.62, F.S.
 Chapters 458, 459, and 468, Part I, F.S.
 Rules 6A-4.01761, 6A-6.03012 and 6A-6.0331, F.A.C.

Definitions

1. Speech impairments are disorders of speech sounds, fluency, or voice that interfere with communication, adversely affect performance or functioning in the educational environment, and result in the need for exceptional student education.
 - a. Speech sound disorder. A speech sound disorder is a phonological or articulation disorder that is evidenced by the atypical production of speech sounds characterized by substitutions, distortions, additions, or omissions that interfere with intelligibility. A speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.
 - Phonological disorder. A phonological disorder is an impairment in the system of phonemes and phoneme patterns within the context of spoken language.
 - Articulation disorder. An articulation disorder is characterized by difficulty in the articulation of speech sounds that may be due to a motoric or structural problem.
 - b. Fluency disorder. A fluency disorder is characterized by deviations in continuity, smoothness, rhythm, or effort in spoken communication. It may be accompanied by excessive tension and secondary behaviors, such as struggle and avoidance. A fluency disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.
 - c. Voice disorder. A voice disorder is characterized by the atypical production or absence of vocal quality, pitch, loudness, resonance, or duration of phonation that is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a speech impairment if the student meets the following criteria for one or more of the following disorders as determined by the procedures prescribed in this rule and subsection 6A-6.0331(6), F.A.C.

1. Speech sound disorder

A student with a speech sound disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of a significant phonological or articulation disorder that is characterized by the atypical production of speech sound(s). The atypical production of speech sound(s) may be characterized by substitutions, distortions, additions, or omissions. Evaluation results must reveal all of the following:

- a. The speech sound disorder must have a significant impact on the student's intelligibility, although the student may be intelligible to familiar listeners or within known contexts
- b. The student's phonetic or phonological inventory must be significantly below that expected for his or her chronological age or developmental level based on normative data
- c. The speech sound disorder must have an adverse effect on the student's ability to perform or function in the student's typical learning environment, thereby demonstrating the need for exceptional student education

- d. The speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency

2. Fluency disorder

A student with a fluency disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent interruptions in the rhythm or rate of speech. Evaluation results must reveal all of the following:

- a. The student must exhibit significant and persistent dysfluent speech behaviors. The dysfluency may include repetition of phrases, whole words, syllables, and phonemes; prolongations; blocks; and circumlocutions. Additionally, secondary behaviors, such as struggle and avoidance, may be present.
- b. The fluency disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.
- c. The dysfluency is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

3. Voice disorder

A student with a voice disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent atypical voice characteristics. Evaluation results must reveal all of the following:

- a. The student must exhibit significant and persistent atypical production of quality, pitch, loudness, resonance, or duration of phonation. The atypical voice characteristics may include inappropriate range, inflection, loudness, excessive nasality, breathiness, hoarseness, or harshness.
- b. The voice disorder does not refer to vocal disorders that are found to be the direct result or symptom of a medical condition unless the disorder adversely affects the student's ability to perform or function in the educational environment and is amenable to improvement with therapeutic intervention.
- c. The voice disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.
- d. The atypical voice characteristics are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

4. The student demonstrates a need for special education.

Student Evaluation

The provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented. The provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluation for prekindergarten children who are below mandatory school attendance ages and not enrolled in kindergarten must be met. In addition, the following must be included for each disorder:

1. For a speech sound disorder, the evaluation must include all of the following:
 - a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of speech characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
 - b. Documented and dated observation(s) of the student's speech characteristics conducted by a speech-language pathologist to examine the student's speech characteristics during connected speech or conversation. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.
 - c. An examination of the oral mechanism structure and function.
 - d. One or more standardized, norm-referenced instruments designed to measure speech sound production administered to determine the type and severity of the speech sound errors and whether the errors are articulation (phonetic) or phonological (phonemic) in nature.

2. For a fluency disorder, the evaluation must include all of the following:
 - a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, to address the following areas regarding the speech behaviors: motor aspects, student's attitude, social impact, and educational impact. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
 - b. A minimum of two documented and dated observations of the student's speech and secondary behaviors conducted by a speech-language pathologist in more than one setting, including the typical learning environment. For prekindergarten children, the observations may occur in an environment or situation appropriate for a child of that chronological age. Observations conducted prior to obtaining consent for evaluation may be used to meet this criterion, if the activities address the areas identified in subsection d) below.
 - c. An examination of the oral mechanism structure and function.
 - d. An assessment of all of the following areas:
 - Motor aspects of the speech behaviors
 - Student's attitude regarding the speech behaviors
 - Social impact of the speech behaviors
 - Educational impact of the speech behaviors
 - e. A speech sample of a minimum of 300–500 words collected and analyzed to determine frequency, duration, and type of dysfluent speech behaviors. If the speech-language pathologist is unable to obtain a speech sample of a minimum of 300–500 words, a smaller sample may be collected and analyzed. The evaluation report must document the rationale for collection and analysis of a smaller sample, the results obtained, and the basis for recommendations.
3. For a voice disorder, the evaluation must include all of the following:
 - a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of voice characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
 - b. Documented and dated observation(s) of the student's voice characteristics conducted by a speech-language pathologist in one or more setting(s), which must include the typical learning environment. For prekindergarten children, the observation(s) may occur in an environment or situation appropriate for a child of that chronological age. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.
 - c. An examination of the oral mechanism structure and function.
 - d. A report of a medical examination of laryngeal structure and function conducted by a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C. The physician's report must provide a description of the state of the vocal mechanism and any medical implications for therapeutic intervention.

Unique Philosophical, Curricular, or Instructional Considerations

1. Speech services
 - a. A group of qualified professionals determining eligibility under requirements of this rule and subsection 6A-6.0331(6), F.A.C., must include a speech-language pathologist.
 - b. A speech-language pathologist shall be involved in the development of the individual educational plan for students eligible for speech services, whether as special education or as a related service for an otherwise eligible student with a disability.

- c. Speech therapy services shall be provided by a certified speech-language pathologist pursuant to Rule 6A-4.0176, F.A.C., or a licensed speech-language pathologist pursuant to Chapter 468, F.S., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C.

2. Speech-language associate (SLA)

Speech therapy services provided by an SLA as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed speech-language pathologist with a master's degree or higher in speech-language pathology. Services can be provided for a period of three years as described in Section 1012.44, F.S., in districts that qualify for the scarcity supplement as described in Section 1011.62(7), F.S. For more information on the responsibilities and duties of an SLA, go to: <http://info.fldoe.org/docushare/dsweb/Get/Document-4662/TAP2007-137.pdf>.

The district shall submit a plan to the Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan found in Rule 6A-6.03012(7), F.A.C., will include a description of:

- The model, specifying the type and amount of direction, including direct observation, support, training, and instruction
- The rationale for using this model
- The manner in which the associate will be required to demonstrate competency
- The process for monitoring the quality of services
- The process for measuring student progress
- The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with speech impairments.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities**Section B.14: Exceptional Student Education Eligibility for Students with Language Impairments****Statutory and Regulatory Citations**

34 CFR §§300.8, 300.306 and 300.34
Chapter 468, Part I, F.S.
Sections 1003.01 and 1003.57, 1011.62 and 1012.44, F.S.
Rules 6A-1.09401, 6A-4.0176, 6A-6.0331 and 6A-6.030121, F.A.C.

Definitions

Language impairments are disorders of language that interfere with communication, adversely affect performance or functioning in the student's typical learning environment, and result in the need for exceptional student education. A language impairment is defined as a disorder in one or more of the basic learning processes involved in understanding or in using spoken or written language. These include:

1. Phonology. Phonology is defined as the sound systems of a language and the linguistic conventions of a language that guide the sound selection and sound combinations used to convey meaning.
2. Morphology. Morphology is defined as the system that governs the internal structure of words and the construction of word forms.
3. Syntax. Syntax is defined as the system governing the order and combination of words to form sentences, and the relationships among the elements within a sentence.
4. Semantics. Semantics is defined as the system that governs the meanings of words and sentences.
5. Pragmatics. Pragmatics is defined as the system that combines language components in functional and socially appropriate communication.

The language impairment may manifest in significant difficulties affecting listening comprehension, oral expression, social interaction, reading, writing, or spelling. A language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

1. For prekindergarten children

A prekindergarten child is eligible as a student with a language impairment in need of specially designed instruction and related services if all of the following criteria are met:

- a. There is evidence, based on evaluation results, of significant deficits in language. The impairment may manifest in significant difficulties affecting one or more of the following areas:
 - i. Listening comprehension
 - ii. Oral expression
 - iii. Social interaction
 - iv. Emergent literacy skills (e.g., vocabulary development, phonological awareness, narrative concepts)
- b. One or more documented and dated behavioral observation(s) reveals significant language deficits that interfere with performance or functioning in the typical learning environment.
- c. Results of standardized norm-referenced instrument(s) reveal a significant language deficit in one or more of the areas listed in 1.–5. of the Definitions section above, as evidenced by standard score(s) significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and

an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more areas listed in 1.–5. of the Definitions section above. Significance of the deficit(s) must be determined and based on specifications in the manual of the instrument(s) utilized for evaluation purposes.

- d. Information gathered from the child's parent(s) or guardian(s), teacher(s), service providers, or caregivers must support the results of the standardized instruments and observations conducted.
- e. The language impairment must have an adverse effect on the child's ability to perform or function in the typical learning environment, thereby demonstrating the need for exceptional student education.
- f. The language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

2. For students in kindergarten through Grade 12

A student meets the eligibility criteria as a student with a language impairment in need of specially designed instruction and related services if all of the following criteria are met:

- a. Due to deficits in the student's language skills, the student does not perform or function adequately for the student's chronological age or to meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's chronological age or grade:
 - i. Oral expression
 - ii. Listening comprehension
 - iii. Social interaction
 - iv. Written expression
 - v. Phonological processing
 - vi. Reading comprehension
- b. Due to deficits in the student's language skills, the student does not make sufficient progress to meet chronological age or State-approved grade-level standards pursuant to Rule 6A-1.09401, F.A.C., in one or more of the areas identified in the previous paragraph when using a process based on the student's response to scientific, research-based intervention.
- c. Evidence of a language impairment is documented based on a comprehensive language evaluation, including all evaluation procedures as specified for students in kindergarten through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section of this document. There must be documentation of all of the following:
 - i. Documented and dated observations show evidence of significant language deficits that interfere with the student's performance or functioning in the educational environment.
 - ii. Results of standardized norm-referenced instrument(s) reveal a significant language deficit in one or more of the areas listed in 1.–5. of the Definitions section above, as evidenced by standard score(s) significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more areas listed in 1.–5. of the Definitions section above. Significance of the deficit(s) must be determined and based on specifications in the manual of the instrument(s) utilized for evaluation purposes.
 - iii. Information gathered from the student's parent(s) or guardian(s), teacher(s), and, when appropriate, the student, must support the results of the standardized instruments and observations conducted.
 - iv. At least one additional observation conducted by the speech-language pathologist when the language impairment is due to a deficit in pragmatic language and cannot be verified by the use of standardized instrument(s). The language impairment may be established through the results of the evaluation procedures as specified in the evaluation procedures for students in kindergarten

through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section of this document, and the additional observation(s) conducted subsequent to obtaining consent for evaluation as part of a comprehensive language evaluation. The evaluation report must document the evaluation procedures used, including the group's rationale for overriding results from standardized instruments, the results obtained, and the basis for recommendations. The information gathered from the student's parent(s) or guardian(s), teacher(s), and, when appropriate, the student, must support the results of the observation(s) conducted.

- d. The group determines that its findings under section 2.a) above are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Documentation of Determination of Eligibility

For a student suspected of having a language impairment, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates all of the following information:

1. The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.
2. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning.
3. The educationally relevant medical findings, if any.
4. Whether the student has a language impairment as evidenced by response to intervention data confirming the following:
 - a. Performance or functioning discrepancies. The student displays significant discrepancies, for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, including to the extent practicable the peer subgroup, classroom, school, district, and state level comparison groups.
 - b. Rate of progress. When provided with effective implementation of appropriate research-based instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the gap with typical peers or expectations for the chronological age or grade level in which the student is currently enrolled.
 - c. Educational need. The student continues to demonstrate the need for interventions that significantly differ in intensity and duration from what can be provided solely through educational resources and services currently in place, thereby demonstrating a need for exceptional student education due to the adverse effect of the language impairment on the student's ability to perform or function in the educational environment.
5. The determination of the student's parent(s) or guardian(s) and group of qualified professionals concerning the effects of chronological age, culture, gender, ethnicity, patterns of irregular attendance, or limited English proficiency on the student's performance or functioning.
6. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including:
 - a. Documentation of the specific instructional interventions used, the intervention support provided to the individuals implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
 - b. Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance or functioning data that would be collected and the educational resources and services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation.

Student Evaluation

1. Children in prekindergarten

In addition to the procedures identified in subsection 6A-6.0331(5), F.A.C., the minimum evaluation for a prekindergarten child shall include all of the following:

- a. Information gathered from the child's parent(s) or guardian(s) and others, as appropriate, such as teacher(s), service providers, and caregivers, regarding the concerns and description of language skills. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
 - b. One or more documented and dated observation(s) of the child's language skills conducted by the speech-language pathologist in one or more setting(s), which must include the child's typical learning environment or an environment or situation appropriate for a child of that chronological age.
 - c. One or more standardized norm-referenced instruments designed to measure language skills. The instrument must be administered and interpreted by a speech-language pathologist to determine the nature and severity of the language deficits. If the speech-language pathologist is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained, and the basis for recommendations.
2. Students in kindergarten through Grade 12

The provisions in Rule 6A-6.0331(1), F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented, as well as procedures identified in Rule 6A-6.0331(5), F.A.C., and must include the following:

- a. In order to ensure that the decreased performance or functioning of a student suspected of having a language impairment is not due to lack of appropriate instruction, the minimum evaluation procedures must include all of the following:
 - i. Review of data that demonstrate the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified area(s) of concern and delivered by qualified personnel in general or exceptional education settings.
 - ii. Data-based documentation, which was provided to the student's parent(s) or guardian(s), of repeated measures of performance or functioning at reasonable intervals, communicated in an understandable format, reflecting the student's response to intervention during instruction.
 - iii. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and a description of language skills. This may be completed through a variety of methods including interviews, checklists, or questionnaires.
 - iv. Documented and dated observation(s) of the student's language skills conducted by the speech-language pathologist in one or more setting(s).
 - v. One or more standardized norm-referenced instrument(s) designed to measure language skills. The instrument(s) must be administered and interpreted by a speech-language pathologist to determine the nature and severity of the language deficits. If the speech-language pathologist is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained, and the basis for recommendations.
- b. With the exception of at least one additional observation conducted by the speech-language pathologist when the language impairment is due to a deficient in pragmatic language that cannot be verified by a standardized assessment, general education activities and interventions conducted prior to initial evaluation in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

Unique Philosophical, Curricular, or Instructional Considerations

Language services

1. A group of qualified professionals determining eligibility under requirements of this rule and subsection 6A-6.0331(6), F.A.C., will include a speech-language pathologist.

2. A speech-language pathologist will be involved in the development of the individual educational plan for programs for students with a language impairment, whether as special education or as a related service for an otherwise eligible student with a disability.
3. Students determined eligible as a student with a language impairment have access to any supports and services needed as determined by the individual educational plan team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a language impairment may have counseling as a related service, a functional behavioral assessment (FBA), or academic support for reading or writing even though the student has not been determined to be a student with an emotional or behavioral disability (EBD) or a specific learning disability.
4. Language therapy services will be provided by a certified speech-language pathologist pursuant to Rule 6A-4.0176, F.A.C., or a licensed speech-language pathologist pursuant to Chapter 468, F.S., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C.
5. Speech-language associate
 - a. Language therapy services provided by a speech-language associate as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed speech-language pathologist with a master's degree or higher in speech-language pathology. Services under this subsection can be provided for a period of three years as described in Section 1012.44, F.S., in districts that qualify for the scarcity supplement as described in Section 1011.62(7), F.S.
 - b. The district will submit a plan to the Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan must include a description of:
 - The model, specifying the type and amount of direction including, but not limited to, direct observation, support, training, and instruction
 - The rationale for using this model
 - The manner in which the associate will be required to demonstrate competency
 - The process for monitoring the quality of services
 - The process for measuring student progress
 - The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with language impairments.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities**Section B.15: Exceptional Student Education Eligibility for Students who are Visually Impaired****Statutory and Regulatory Citations**

34 CFR §§300.8, 300.34, 300.172, and 300.324
Sections 1003.55, 1003.57, and 1003.575, F.S.
Rules 6A-6.03014 and 6A-6.0331, F.A.C.

Definition

1. Students who are visually impaired include the following:
 - a. A student who is blind, has no vision, or has little potential for using vision.
 - b. A student who has low vision.
2. The term visual impairment does not include students who have learning problems that are primarily the result of visual perceptual or visual motor difficulties.

Eligibility Criteria

A student is eligible for special education and related services if the following medical and educational criteria are met:

1. A licensed ophthalmologist or optometrist has documented an eye condition that causes an impairment as manifested by at least one of the following:
 - a. A visual acuity of 20/70 or less in the better eye after best possible correction;
 - b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;
 - c. A progressive loss of vision that may affect the student's ability to function in an educational setting, not including students who have learning problems that are primarily the result of visual perceptual or visual motor difficulties; or
 - d. For children birth to five years of age or students who are otherwise unable to be assessed, bilateral lack of central, steady, or maintained fixation of vision with an estimated visual acuity of 20/70 or less after best possible correction; bilateral central scotoma involving the perimacula area (20/80–20/200); bilateral grade III, IV, or V retinopathy of prematurity (ROP); or documented eye impairment as stated in paragraph (3)(a) of Rule 6A-6.03014.
2. The student demonstrates a need for special education.

Student Evaluation

The minimum procedures necessary for determining eligibility shall include:

1. A medical eye examination describing: etiology; diagnosis; treatment regimen; prognosis; near and distance; corrected and uncorrected acuity measures for left eye, right eye; and both eyes; measure of field of vision; and recommendations for lighting levels, physical activity, aids, or use of glasses, as appropriate.
2. For children birth to five years of age or students who are otherwise unable to be assessed, a medical assessment describing visual functioning shall be documented when standard visual acuities and measure of field of vision are unattainable.
3. If a medical criterion listed in paragraph (4)(a) of Rule 6A-6.03014, F.A.C., is met, then in addition to the provisions of Rule 6A-6.0331, F.A.C., a comprehensive assessment of skills known to be impacted by

visual impairment shall include, but is not limited to: functional vision evaluation, learning media assessment, and, if appropriate, orientation and mobility assessment.

Reevaluation

1. Reevaluation shall occur at least every three years and shall include a minimum of a medical eye examination within the last calendar year, functional vision assessment, learning media assessment, and, if appropriate, any other formal evaluations addressed in the initial evaluation in accordance with Rule 6A-6.0331, F.A.C.
2. The medical aspect of a reevaluation for students with bilateral anophthalmia may be waived by a written recommendation of a physician.

Specialized Evaluations: Qualified Evaluators

The following specialized evaluations are required to be administered by the individuals listed. All evaluators must hold a valid license or certificate in the state of Florida, in accordance with Rule 6A-6.0331, F.A.C.

1. Medical eye exam: ophthalmologist or optometrist
2. Functional vision assessment: teacher of the visually impaired, orientation and mobility specialist, or low vision specialist
3. Learning Media Assessment: teacher of the visually impaired
4. Orientation and mobility (as appropriate): orientation and mobility specialist

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments are registered for services from the Florida Instructional Materials Center for the Visually Impaired. Students will be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.
2. Orientation and mobility is a related service, provided to blind or visually impaired students by qualified personnel if the IEP team determines that it is necessary in order for the student to benefit from specially designed instruction, that enables the student to attain systematic orientation to and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial awareness, use of sensory information to maintain orientation, the use of mobility devices (i.e., long cane, distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.
3. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually. Additionally, in accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the DBS may occur for students eligible for DBS services, with parent participation and agreement.

The school district has the option to include additional information regarding evaluations, qualified evaluators or unique philosophical, curricular, or instructional considerations for students with visual impairments.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities**Section B.16: Provision of Occupational Therapy to Exceptional Students as a Related Service****Statutory and Regulatory Citations**

34 CFR §300.34

Chapter 468, Part III, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and Chapter 6AB-11, F.A.C.

Definitions

1. Occupational therapy means services provided by a qualified occupational therapist and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation; improving ability to perform tasks for independent functioning if functions are impaired or lost; and preventing, through early intervention, initial or further impairment or loss of function.
2. Related service provider means the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service.

Determination of Need for Occupational Therapy

To determine need for occupational therapy as a related service the individual educational plan (IEP), the educational plan (EP), or the individualized family support plan (IFSP) team shall do the following:

1. Review assessments conducted by the related service provider and all other relevant data.
2. Determine if occupational therapy services are needed to assist a student to benefit from specially designed instruction.
3. Include input from the occupational therapist to assist the IEP, EP, or IFSP team when the educational need for occupational therapy as a related service is being determined.

Student Assessment

Prior to the provision of occupational therapy, assessments shall be conducted by the related service provider as defined in the Occupational Therapy Practice Act, s. 468.203, F.S. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service as defined in s. 1003.01(3)(b), F.S., and 6A-6.03411(1)(dd)3.f., F.A.C.

Unique Philosophical, Curricular, or Instructional Considerations

1. When the IEP, EP, or IFSP is being reviewed for a student who is receiving occupational therapy as a related service, the licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team.
2. Occupational therapy may be provided by either a licensed occupational therapist or a licensed occupational therapy assistant in accordance with the provisions of s. 468.203, F.S. The occupational therapy assistant is supervised by the licensed occupational therapist. The licensed occupational therapist provides both initial direction in developing a plan of treatment and periodic inspection of the actual implementation of the plan. Such plan of treatment shall not be altered by the supervised individual without prior consultation with, and the approval of, the supervising occupational therapist. The supervising occupational therapist need not always be physically present or on the premises when the assistant is performing services. However, except in cases of emergency, supervision shall require the availability of the supervising occupational therapist for consultation with and direction of the supervised individual.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who need occupational therapy.

One of the following **must** be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section B.17: Provision of Physical Therapy to Exceptional Students as a Related Services

Statutory and Regulatory Citations

34 CFR §300.34
 Chapter 486, F.S.
 Sections 1003.01 and 1003.57, F.S.
 Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and 64B17-6.001, F.A.C.

Definitions

1. Physical therapy means services provided by a qualified physical therapist.
2. Related service provider means the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service.

Determination of Need for Physical Therapy

To determine need for physical therapy as a related service the individual educational plan (IEP), the educational plan (EP), or the individualized family support plan (IFSP) team shall do the following:

1. Review assessments conducted by the related service provider and all other relevant data.
2. Determine if physical therapy services are needed to assist a student to benefit from specially designed instruction.
3. Include input from the physical therapist to assist the IEP, EP, or the IFSP team when the educational need for physical therapy as a related service is being determined.

Student Assessment

Prior to the provision of physical therapy, assessments shall be conducted by the related service provider as defined in the Physical Therapy Practice Act, Chapter 486, s. 486.021, F.S. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service as defined in s. 1003.01(3)(b), F.S., and Rule 6A-6.03411(1)(dd)3.i., F.A.C.

Unique Philosophical, Curricular, or Instructional Considerations

1. When the IEP, EP, or the IFSP is being reviewed for a student who is receiving physical therapy as a related service, the licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team.
2. Physical therapy may be provided by either a licensed physical therapist or a licensed physical therapist assistant in accordance with the provisions of s. 486.021, F.S. The supervision of a physical therapist assistant shall not require on-site supervision by the physical therapist. The physical therapist shall be accessible at all times by two-way communication, which enables the physical therapist to respond to an inquiry when made and to be readily available for consultation during the delivery of care, and shall be within the same geographic location as the assistant. The supervising physical therapist should provide both initial direction in developing a plan of treatment and ensuring the plan is appropriately implemented on a consistent basis. The supervised individual cannot change the plan of treatment without prior consultation with, and the approval of, the supervising physical therapist.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who need physical therapy.

One of the following must be selected:

- The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section C: Individual Educational Plan

Statutory and Regulatory Citations

34 CFR §§300.29, 300.106, 300.110, 300.320 through 300.328, and 300.503
 Sections 1001.02, 1002.3105, 1003.01, 1003.4203, 1003.4282, 1003.4285, 1003.57, 1003.5715, 1003.5716, 1003.572, 1008.22 and 1008.212, F.S.
 Rules 6A-1.0943, 6A-1.09441, 6A-1.0996, 6A-1.09963 6A-6.03028, 6A-6.0311 through 6A-6.0361 and 6A-6.03311, F.A.C.

Definition

An IEP is a written statement for a student with a disability that is developed, reviewed, and revised in accordance with Rule 6A-6.03028, F.A.C. Parents are partners with schools and district personnel in developing, reviewing, and revising the IEP. The procedures for the development of IEPs for students with disabilities are as follows:

Note: Since an EP is defined in Rule 6A-6.030191, F.A.C., as being developed for students identified solely as gifted, an IEP rather than an EP is developed for students who are gifted and have also been identified as having a disability.

Procedures

1. Role of parents

The role of the parents in developing IEPs includes, but is not limited to:

- a. Providing critical information regarding the strengths of their student
- b. Expressing their concerns for enhancing the education of their student so that their student can receive FAPE
- c. Participating in discussions about the student's need for special education and related services
- d. Participating in deciding how the student will be involved and progress in the general curriculum, including participation in state and district assessments
- e. Participating in the determination of what services the district will provide to their student and in what setting
- f. Participating in the determination of which course of study leading to a standard diploma the student will pursue, consistent with s. 1003.4282, F.S., to include a course of study leading to a Scholar or Merit designation in accordance with s. 1003.4285, F.S.

2. Parent participation in IEP team meetings

The district shall establish procedures that provide for parents, guardians, surrogate parents, or persons acting in loco parentis to participate in decisions concerning the individual educational plan. Parents of each student with a disability must be members of any group that makes decisions on the educational placement of their child.

- a. In order to ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting:
 - Parents are notified of the meeting early enough to ensure that they have an opportunity to attend
 - The meeting is scheduled at a mutually agreed upon time and place

- b. A written notice to the parent indicates the purpose; time; location of the meeting; who, by title or position, will be in attendance; and includes a statement informing the parents that they have the right to invite individuals with special knowledge or expertise about their child.
- Parents may also request that a Part C service coordinator or other representative of the Part C system be invited to attend the initial IEP team meeting for a child previously receiving early intervention services under Part C of IDEA.
 - Decisions as to which particular teacher(s) or special education provider(s) are members of the IEP team are made by the district, based on the needs of the student.
 - The written notice to the parent clearly indicates which persons invited to the IEP team meeting are required members of the team and, thus, would require excusal as described in subsection 4. below.

Any time an IEP team meeting is convened for the purpose of reviewing or changing a student's IEP as it relates to administration of the Florida Alternate Assessment and the provision of instruction in the state standards access points curriculum, or placement of the student in an exceptional student education center, the school must provide the notice to the parent at least 10 days prior to the meeting.

- c. No later than the first IEP to be in effect when the student attains the age of 14 (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be to identify transition services needs of the student and that the district will invite the student.
- d. Not later than the first IEP to be in effect when the student turns 16 (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be consideration of the postsecondary and career goals and transition services for the student, that the district will invite the student and will identify any other agency that will be invited to send a representative to the meeting.
- e. If neither parent can attend, the district uses other methods to ensure parent participation, including individual or conference telephone calls or video conferencing.
- f. A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parent. In this case, the district maintains a record of its attempts to arrange a mutually agreed upon time and place. These records include such items as:
- Detailed records of telephone calls made or attempted, and the results of those calls
 - Copies of correspondence sent to the parents and any responses received
 - Detailed records of visits made to the parents' home or place of employment, and the results of those visits
- g. The district takes whatever action is necessary to ensure that the parents and the student, before attaining the age of 14, understand the proceedings at a meeting, including arranging for an interpreter for parents and students who are deaf or whose native language is other than English.
- h. A meeting does not include informal or unscheduled conversations involving school district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.
- i. The district provides the parent with a copy of the IEP at no cost to the parent.

3. IEP team participants

The IEP team, with a reasonable number of participants, shall include:

- a. The parents of the student

- b. At least one regular education teacher of the student, if the student is or may be participating in the regular education environment; the regular education teacher of a student with a disability participates, to the extent appropriate, in the development, review, and revision of the student's IEP, including assisting in the determination of:
 - Appropriate positive behavioral interventions and supports and other strategies for the student
 - Supplementary aids and services, classroom accommodations, modifications, or supports for school personnel to be provided for the student
 - c. At least one special education teacher of the student, or, where appropriate, one special education provider of the student
 - d. A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities, is knowledgeable about the general curriculum, and is knowledgeable about the availability of resources of the district; at the discretion of the district, the student's special education teacher may be designated to also serve as the representative of the district if the teacher meets these requirements
 - e. An individual who can interpret the instructional implications of evaluation results; this role may be fulfilled by another member of the IEP team
 - f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel; the determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IEP team meeting
 - g. The student, if appropriate, and in all cases where a purpose of the meeting will be the identification of the student's transition services needs or consideration of postsecondary and career goals for the student and the transition services needed to assist the student in reaching those goals; if the student does not attend the IEP team meeting to identify transition services needs or consider postsecondary and career goals and transition services, the district takes other steps to ensure that the student's preferences and interests are considered
 - h. Agency representatives— To the extent appropriate and with the consent of the parents or a student who has reached the age of majority, the school district will invite a representative of any participating agency that may be responsible for providing or paying for transition services; parental consent or the consent of the student who has reached the age of majority must also be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services
 - i. In the case of a student who was previously served and received early intervention services under Part C of the IDEA, the Part C service coordinator or other representatives of the Part C system must be invited to the initial IEP team meeting, at the request of the parent, to assist with the smooth transition of services
 - j. The district will determine the specific personnel to fill the roles under b) through e) above
4. IEP team member excusal
- a. A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree, in writing, that the attendance of the member is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.
 - b. A member of the IEP team also may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if the parent, in writing, and the school district consent to the excusal and the member submits, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting.

- c. The district has designated the following individual(s), by name or position, as having the authority to make the agreement with the parent, or provide consent on behalf of the district, to excuse an IEP team member from attending an IEP team meeting:

District Director of Exceptional Student Education or Designee, and School Administrator or Designee.

- d. If a required IEP team member is unable to attend the meeting as scheduled, the parent can agree to continue with the meeting and request an additional meeting if more information is needed, or request that the meeting be rescheduled.

5. Transition of children with disabilities from the infants and toddlers early intervention program

- a. An IEP or an IFSP must be developed and implemented by the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities.
- b. Each school district shall participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.
- c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

6. IEP timelines

Timelines for IEPs include the following:

- a. An IEP that has been reviewed, and, if appropriate, revised periodically, but not less than annually, must be in effect at the beginning of each school year for each eligible student with a disability within the district's jurisdiction.
- b. An IEP must be developed within 30 calendar days following the determination of a student's eligibility for special education and related services and be in effect prior to the provision of these services.
- c. A meeting shall be held at least annually to review, and revise, as appropriate, each IEP.

7. Considerations in IEP development, review, and revision

The IEP team considers the following factors in the development, review, and revision of the IEP:

- a. Strengths of the student and concerns of the parents for enhancing the education of their child
- b. Results of the initial or most recent evaluation or reevaluation
- c. As appropriate, results of the student's performance on state or districtwide assessments
- d. Academic, developmental, and functional needs of the student
- e. In the case of a student whose behavior impedes the student's learning or the learning of others, strategies, including the use of positive behavioral interventions, supports, and other strategies to address that behavior
- f. In the case of a student with limited English proficiency, the language needs of the student as related to the IEP

- g. In the case of a student who is blind or visually impaired, provision of instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the student's reading and writing skills, needs, including future needs and appropriate reading and writing media (including an evaluation of the student's future need for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student
- h. The communication needs of the student
- i. In the case of a student who is deaf or hard-of-hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Communication Plan form (available at <http://www.flrules.org/Gateway/reference.asp?No=Ref->) adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner.
- j. Whether the student requires assistive technology devices or services; on a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or other settings is required if the IEP team determines that the student needs access to those devices in order to receive FAPE
- k. At least annually, whether extended school year (ESY) services are necessary for the provision of FAPE to the student if the IEP team determines, on an individual basis, that the services are necessary; school districts may not limit ESY to particular categories of a disability or unilaterally limit the type, amount, or duration of those services.
- Pursuant to 34 CFR §300.106, ESY services must be considered by the IEP or individualized family support plan (IFSP) team as part of the provision of FAPE for students with disabilities. ESY is special education and related services that are provided to a student with a disability beyond the normal school year of the public agency, in accordance with the child's IEP or IFSP and at no cost to the parent of the child and meets the standards of the state educational agency (SEA).
 - ESY is not intended to provide education beyond that which has been determined necessary by the IEP or IFSP team to ensure FAPE. In many cases, not all of the services specified in an individual student's IEP or IFSP for the school year need to be provided as part of ESY services.
 - Parental requests for ESY services must be considered. However, if ESY services are requested by the parent and the IEP or IFSP team does not determine the provision of the requested ESY services as necessary for the provision of FAPE, then a written informed notice of refusal must be provided.

Describe the district's procedures for determining the need for ESY services for individual students.

Decisions of eligibility for ESY services are made by an IEP or FSP team. Criteria that is used to determine whether a student is eligible for ESY services include, but are not limited to:

- Regression/recoupment
- Critical point of instruction
- Emerging skills
- Nature or severity of disability
- Interfering behaviors
- Rate of progress
- Special circumstances (e.g., transition from school to work)

During the IEP or FSP team meeting, a variety of criteria or factors are considered, in order to ensure provision of FAPE. An ESY Checklist is used to document the factors that were considered. The eligibility decision is documented on the signature page of the IEP or FSP. Student progress is monitored using daily classroom assignments, weekly assessments as well

as standardized assessments. Based on a student's performance, the IEP team may reconvene and review additional data to determine the student's eligibility for ESY services.

Describe the district's procedures for informing staff that varying amounts, types and durations of ESY services are possible based on the individual needs of a student. (Any predetermination or set policy on the amount of time ESY will be provided is contrary to the regulations.)

During Policies and Procedures Trainings, IEP Trainings, ESE Updates, etc., District and School-based staff are informed that varying amounts, types and durations of ESY services are possible based on the individual needs of a student. During trainings staff receive information which includes (but not limited to):

- Eligibility for ESY services and/or the duration of services cannot be limited based on the type or the degree of disability.
- The fact that a student has made progress toward annual goals or has met annual goals during the school year does not exclude a student from receiving ESY services.
- ESY services cannot be based on a predetermination or set policy on the amount of time ESY will be provided.

.Various service delivery models are discussed (as appropriate) during IEP meetings. The service delivery models are monitored by ESE Program Specialists and the ESE Director.

.During the IEP or FSP team meeting, a variety of criteria or factors are considered, in order to ensure provision of FAPE. An ESY Checklist is used to document the factors that were considered. The eligibility decision is documented on the signature page of the IEP or FSP. Student progress is monitored using daily classroom assignments, weekly assessments as well as standardized assessments. Based on a student's performance, the IEP team may reconvene and review additional data to determine the student's eligibility for ESY services. Once the IEP team has made the eligibility determination for ESY services. The ESE Program Specialists and ESE Director monitor implementation of services.

- I. If, after considering all the factors mentioned above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation, or other modification, in order to receive FAPE, the IEP includes a statement to that effect

8. Content of the IEP

Each IEP must include the following:

- a. A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum, or for prekindergarten children, as appropriate, how the disability affects the student's participation in appropriate activities.
- b. A statement of measurable annual goals, including academic and functional goals designed to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general curriculum or for preschool children, as appropriate, to participate in appropriate activities and meeting each of the student's other educational needs that result from the student's disability.
- c. A description of benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to alternate achievement standards, or any other student with a disability, at the discretion of the IEP team.
- d. A statement of the special education and related services, and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student.
- e. A statement of the classroom accommodations, modifications, or supports for school personnel that will be provided for the student to advance appropriately toward attaining the annual goals; be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; and to be educated and participate with other students with disabilities and nondisabled students in the activities described in this section. (A parent must provide signed consent for a student to receive instructional accommodations that would not be permitted on the

statewide assessments and must acknowledge in writing that he or she understands the implications of such accommodations.)

- f. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class or in the activities described above.
- g. A statement addressing any individual appropriate accommodations necessary to measure the academic achievement and functional performance of the student on the statewide standardized assessments or district assessments. Accommodations that negate the validity of a statewide assessment are not allowable in accordance with s. 1008.22, F.S. If the IEP team determines that the student will take the Florida Alternate Assessment instead of other statewide standardized assessments or an alternate district assessment of student achievement, the IEP must include a statement of why the student cannot participate in other statewide standardized assessments or district assessments and, if applicable why the particular district alternate assessment selected is appropriate for the student. If a student does not participate in the statewide assessment program as a result of being granted an extraordinary exemption in accordance with s. 1008.212, F.S., or a medically complex exemption in accordance with s. 1008.22(9), F.S., the district must notify the student's parent and provide the parent with information regarding the implications of such nonparticipation in accordance with s. 1008.22(3), F.S.
- h. The projected date for the beginning of the special education, services, accommodations, and modifications described and the anticipated frequency, location, and duration of those services.
- i. A statement of how the student's progress toward meeting the annual goals will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- j. A statement to identify any Career and Professional Education (CAPE) Digital Tools certificates and CAPE industry certifications the student seeks to attain before high school graduation.

9. Transitional needs addressed within IEP

- a. Before attaining the age of 14 years, in order to ensure quality transition planning and services, IEP teams shall begin the process of identifying transition services needs of students with disabilities, to include the following:
 - A statement of intent to pursue a standard high school diploma pursuant to s.1003.4282(1)-(9), (11), F.S., and a Scholar or Merit designation in accordance with s. 1003.425, F.S., as determined by the parent;
 - The preparation needed for the student to graduate from high school with a standard diploma and a Scholar or Merit diploma designation as determined by the parent; and
 - Consideration of the student's need for instruction or the provision of information in the area of self-determination and self-advocacy to assist the student to be able to actively and effectively participate in IEP meetings, so that needed postsecondary and career goals may be identified and in place by age 16 years.
- b. Beginning not later than the first IEP to be in effect when the student attains the age of 16, or younger if determined appropriate by the parent and the IEP team, the IEP must include the following statements that must be updated annually:
 - A statement of intent to receive a standard high school diploma before the student attains the age of 22 and a description of how the student will fully meet the requirements in s. 1003.4282, F.S. This requirement does not apply if the student entered Grade 9 prior to the 2014-2015 school year and is pursuing a special diploma in accordance with the student's IEP;
 - A statement of the outcomes and the additional benefits expected by the parent and the IEP team at the time of the student's graduation.
 - A statement of appropriate measurable long-term postsecondary education and career goals based upon age-appropriate transition assessments related to training, education,

- b. Alternate Assessment. In accordance with s. 1008.22(3)(c), F.S., an alternate assessment is a statewide standardized assessment designed for students with significant cognitive disabilities in order to measure performance on the access points.
 - c. Employment transition plan. A plan that meets the requirements found in s. 1003.4282(11)(b)2.d., F.S. This plan is separate from the IEP.
 - d. Eligible career and technical education (CTE) course. Eligible CTE courses include any exceptional student education (ESE) or general education CTE course that contains content related to the course for which it is substituting. Modifications to the expectations or outcomes of the curriculum, known as modified occupational completion points (MOCPs), are allowable and may be necessary for a student who takes access courses and participates in the alternate assessment. Modifications may include modified course requirements. Modifications to curriculum outcomes should be considered only after all appropriate accommodations are in place. MOCPs must be developed for students in conjunction with their IEP and must be documented on the IEP. Course outcomes may be modified through the IEP process for secondary students with disabilities who are enrolled in a postsecondary program if the student is earning secondary (high school) credit for the program.
3. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with rule 6A-1.0943(5), F.A.C., and instruction in the access points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S., through the access course specified for each required core course, through more rigorous ESE courses in the same content area, or through core academic courses. Eligible access courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with rule 6A-1.09441, F.A.C.
- a. Eligible CTE courses, as defined in rule 6A-1.09963(2)(d), F.A.C., may substitute for Access English IV; one mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one science credit, with the exception of Access Biology; and one social studies credit, with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with rule 6A-1.09441, F.A.C.
 - b. Participation in the Florida Alternate Assessments in reading, mathematics, and science is required until replaced by Florida Alternate Assessments in English Language Arts I, II, and III, Algebra I, Geometry, Algebra II, Biology I, and United States History.
 - c. A score of at least 4 on the Florida Alternate Assessments in reading and math must be attained, until replaced by the Grade 10 English Language Arts alternate assessment and the End-of-Course (EOC) assessment for Access Algebra I, unless assessment results are waived in accordance with s. 1008.22(3)(c), F.S. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(c), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
 - d. For those students whose performance on standardized assessments is waived by the IEP team as approved by the parent, the development of a graduation portfolio of quantifiable evidence of achievement is required. The portfolio must include a listing of courses the student has taken, grades received, student work samples, and other materials that demonstrate growth, improvement, and mastery of required course standards. Multi-media portfolios that contain electronic evidence of progress, including videos and audio recordings, are permissible. Community-based instruction, MOCPs, work experience, internships, community service, and postsecondary credit, if any, must be documented in the portfolio.
4. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that mastery of both academic and employment competencies is the most appropriate way for the student to demonstrate his or her skills. A student must meet all of the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S. Eligible courses are

described in the Course Code Directory and Instructional Personnel Assignments, in accordance with rule 6A-1.09441, F.A.C.

- a. Eligible CTE courses, as defined in rule 6A-1.09963(2)(d), F.A.C., may substitute for English IV; one mathematics credit, with the exception of Algebra and Geometry; one science credit, with the exception of Biology; and one social studies credit, with the exception of United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with rule 6A-1.09441, F.A.C.
 - b. Students must earn a minimum of one-half credit in a course that includes employment. Such employment must be at a minimum wage or above in compliance with the requirements of the Federal Fair Labor Standards Act, for the number of hours a week specified in the student's completed and signed employment transition plan, as specified in s. 1003.4282(11)(b)2.d., F.S., for the equivalent of at least one semester. Additional credits in employment-based courses are permitted as electives.
 - c. Documented achievement of all components defined in s. 1003.4282(11)(b)2.b., F.S., on the student's employment transition plan.
5. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(c), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
 6. Deferral of receipt of a standard diploma. A student with a disability who meets the standard high school diploma requirements may defer the receipt of the diploma and continue to receive services if the student meets the requirements found at s. 1003.4282(11)(c), F.S.
 - a. The decision to accept or defer the standard high school diploma must be made during the school year in which the student is expected to meet all requirements for a standard high school diploma. The decision must be noted on the IEP and the parent, or the student over the age of 18 for whom rights have transferred in accordance with rule 6A-6.03311(8), F.A.C., must sign a separate document stating the decision.
 1. The IEP team must review the benefits of deferring the standard high school diploma, including continuation of educational and related services, and describe to the parent and the student all services and program options available to students who defer. This description must be done in writing.
 2. School districts must inform the parent and the student, in writing, by January 30 of the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a free appropriate public education (FAPE). This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral.
 3. The school district must ensure that the names of students deferring their diploma be submitted to appropriate district staff for entry in the district's management information system. Improper coding in the district database will not constitute failure to defer.
 - b. A student with a disability who receives a certificate of completion may continue to receive FAPE until their 22nd birthday, or, at the discretion of the school district, until the end of the school semester or year in which the student turns 22.

The repeal of s. 1003.438, F.S., effective July 15, 2015, does not apply to a student with a disability as defined in s. 1003.438, F.S., whose individual educational plan, as of June 20, 2014, contains a statement of intent to receive a special diploma. Such student shall be awarded a special diploma in a form prescribed by the Commissioner of Education if the student meets the requirements specified in s. 1003.438, F.S., and in effect as of June 20,

2014. Any such student who meets all special requirements of the district school board in effect as of June 20, 2014, but who is unable to meet the appropriate special state minimum requirements in effect as of June 20, 2014, shall be awarded a special certificate of completion in a form prescribed by the Commissioner of Education.

12. Separate parental consent for specific actions included in an IEP

In accordance with s. 1003.5715, F.S., effective July 1, 2013, separate parental consent for the following actions in a student's IEP is required:

- a. Administration of an alternate assessment pursuant to s. 1008.22, F.S., and instruction in the state standards access points curriculum.
- b. Placement of the student in an ESE center school.

The district must use the following forms adopted by FDOE for obtaining consent.

- Parental Consent Form: Instruction in the State Standards Access Points Curriculum and Florida Alternate Assessment Administration
- Parental Consent Form: Student Placement in an Exceptional Education Center

In accordance with 34 CFR §300.503, each consent form must be provided in the parent's native language as defined in 34 CFR §300.29. Consent forms can be accessed at the following link: <http://www.fldoe.org/ese/>. A district may not proceed with the actions described above unless the district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the district obtains approval through a due process hearing.

Except for a disciplinary change in placement as described in s. 1003.57(1)(h), if a district determines that there is a need to change a student's IEP related to administration of the alternate assessment, instruction in the access points curriculum, or ESE center school placement, the school must hold an IEP team meeting that includes the parent to discuss the reason for the change. The school shall provide written notice to the parent at least 10 days before the meeting, indicating the purpose, time, and location of the meeting and who, by title or position, will attend the meeting. The IEP team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

For a change in a student's IEP related to administration of the alternate assessment, instruction in access points curriculum, or ESE center school placement, the district may not implement the change without parental consent unless the district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the district obtains approval through a due process hearing and resolution of appeals.

13. Least restrictive environment (LRE) and placement determinations:

- To the maximum extent appropriate, students with disabilities, including those in public or private institutions or other facilities, are educated with students who are not disabled. A school district shall use the term "inclusion" to mean that a student is receiving education in a general education regular class setting, reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community; a student with a disability is a valued member of the classroom and school community; the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

Section 1003.57(1)(f), F.S., requires that, once every three years, each school district and school must complete a Best Practices in Inclusive Education (BPIE) assessment. The BPIE is an internal assessment process designed to facilitate the analysis, implementation and improvement of inclusive educational practices. The results of this process, including all planned short- and long-term improvement efforts, must be included in the school district's ESE policies and procedures. Has the district completed the BPIE yet?

Yes

No

If so, what date was it completed? (Please upload the district's BPIE action plan that must include all short- and long-term improvement efforts, in Appendix F).

April 25, 2014

If No, include the anticipated date for the BPIE assessment, if known.

- Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; and
- A continuum of alternative placements must be available to meet the needs of students with disabilities for special education and related services, including instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. A school district must make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

Describe the district's continuum of alternative placements (e.g., instruction in regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions). If your district contracts with another district to provide a placement option, please indicate this as well.

The services that each student will receive is determined by the student's Individual Educational Plan committee. The services provided by our district include:

Instruction in regular classes:

Consultation - Consultation services may be direct and/or indirect services provided to a student with a disability who attends regular education classes and/or to the student's regular education teachers.

Resource Room - Students receive instruction in a regular class placement the majority of the day and in a special education classroom for part of the day.

Separate class placement - Students receive specialized instruction in a separate classroom (in a regular school) for the majority of the day.

Separate Day School - Students (approximately 25 - 30 students district-wide) with an Emotional Behavioral Disability receive instruction in a school separate from a regular school.

Florida State Hospital - A very small number of students receive Exceptional Student Education

services in this hospital setting.

Hospital/Homebound - Students who are disabled or ill and cannot benefit from appropriate public schooling are provided instruction in their home setting or hospital as needed.

Describe the district's procedures regarding provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

Based on the student's Individual Educational Plan, the student may receive the following services:

Resource Room - Students receive instruction in a regular class placement for the majority of the day, and specialized instruction for part of the day.

Itinerant Instruction - Students in regular class placement receive in-class support or pull-out services that support and supplement the instruction received in the regular class placement.

Related Services (Itinerant Services)- Related services are recommended by the IEP committee in order to meet the specific needs of a student with a disability. Related Services include, but are not limited to:

- Language Therapy
- Speech Therapy
- Occupational Therapy
- Physical Therapy
- Vision Services
- Orientation/Mobility

- In determining the educational placement of a student with a disability, including a preschool child with a disability, each school district must ensure that:
 - The placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
 - The placement decision is made in accordance with the LRE provisions listed above.
 - The student's placement is determined at least annually, is based on the student's IEP, and is as close as possible to the student's home.
 - Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that he or she would attend if nondisabled.
 - In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs.
 - A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.
- In providing or arranging for the provision of nonacademic and extracurricular services and activities (including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the school district and assistance in making outside employment available), each school district must ensure that each student with a disability participates with students who are not disabled to the maximum extent appropriate to the needs of the student. The school district must ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

14. Review and revision of the IEP

The district ensures that the IEP team:

- a. Reviews the IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved
- b. Revises the IEP as appropriate to address:

- Any lack of expected progress toward the annual goals and in the general curriculum, if appropriate
- Results of any reevaluation conducted
- Information about the student provided to or by the parents
- The student's anticipated needs or other matters
- Consideration of the factors described earlier in subsection 7.a)– l)

- c. Responds to a parent's right to ask for revision of the student's IEP
- d. Encourages the consolidation of reevaluation meetings for the student and other IEP team meetings for the student, to the extent possible

15. Changes to the IEP

Generally, changes to the IEP must be made by the entire IEP team at an IEP team meeting and may be made by amending the IEP rather than by redrafting the entire IEP. However, in making changes to the IEP after the annual IEP team meeting for a school year, the parent and school district may agree not to convene an IEP team meeting for purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP. If changes are made to the student's IEP without a meeting, the district must ensure that the student's IEP team is informed of those changes. Upon request, a parent will be provided a revised copy of the IEP with the amendments incorporated. In addition, the following changes to the IEP and decisions made by the IEP team must be approved by the parent or the adult student, if rights have transferred, in accordance with Rule 6A-6.03311(8), F.A.C. Such changes are subject to an independent reviewer selected by the parent as provided in s. 1003.572, F.S., and include:

1. Changes to the postsecondary or career goals; and,
2. Beginning with students entering Grade 9 in the 2014-2015 school year, changes in the selected graduation option specified in the student's IEP and any waiver of statewide standardized assessment results made by the IEP team in accordance with the provisions of s. 1008.22(3)(c), F.S.

16. Students with disabilities in adult prisons

The requirements relating to participation in general assessments do not apply to students with disabilities who are convicted as adults under state law and incarcerated in adult prisons. In addition, the requirements relating to transition planning and services do not apply with respect to those students whose eligibility for services under Part B of IDEA will end because of their age before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release. The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. The requirements relating to the IEP content and LRE do not apply with respect to such modifications.

17. IEP implementation and accountability

The school district is responsible for providing special education to students with disabilities in accordance with the students' IEPs. However, it is not required that the school district, teacher, or other person be held accountable if a student does not achieve the growth projected in the annual goals and benchmarks or objectives. An IEP must be in effect before special education and related services are provided to an eligible student and will be implemented as soon as possible following the IEP team meeting. In addition, the IEP will be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation. All teachers and providers will be informed of their specific responsibilities related to the implementation of the IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP. The district must make a good faith effort to assist the student in achieving the goals and objectives or benchmarks listed on the IEP.

18. IEPs and meetings for students with disabilities placed in private schools or community facilities by the school district

If a student with a disability is placed in a private school by the school district, in consultation with the student's parents, the school district will ensure that the student has the same rights as a student with a disability served by the school district. Before placing the student, the school district initiates and conducts a meeting to develop an IEP or IFSP for the student. The district will ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the district will use other methods to ensure participation by the private school, including individual or conference telephone calls. After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the school district. However, the school district must ensure that the parents and a school district representative are involved in decisions about the IEP and agree to proposed changes in the IEP before those changes are implemented by the private school. Even if a private school or facility implements a student's IEP, responsibility for compliance with state board rules remains with the school district. These requirements apply only to students who are or have been placed in or referred to a private school or facility by a school district as a means of providing FAPE. If placement in a public or private residential program is necessary to provide special education to a student with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the student.

19. Access to instructional materials

The school district will take all reasonable steps to provide instructional materials in accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

20. Physical education

Physical education services, specially designed if necessary, must be made available to every student with a disability receiving FAPE, unless the school district does not provide physical education to students without disabilities in the same grades. Each student with a disability will be afforded the opportunity to participate in the regular physical education program available to nondisabled students unless the student is enrolled full-time in a separate facility or the student needs specially designed physical education, as prescribed in the student's IEP. If specially designed physical education is prescribed in a student's IEP, the school district will provide the services directly or make arrangements for those services to be provided through other public or private programs. The school district responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services in compliance with the section.

21. Treatment of charter school students

Students with disabilities who attend public charter schools and their parents retain all rights under Rules 6A-6.03011 through 6A-6.0361, F.A.C. The school district will serve students with disabilities attending those charter schools in the same manner as the district serves students with disabilities in its other schools. This includes the following:

- a. Providing supplementary and related services on site at the charter school to the same extent to which the school district has a policy or practice of providing such services on the site to its other public schools
- b. Providing funds under Part B of the IDEA to those charter schools on the same basis as the school district provides funds to the school district's other public schools:
 - i. Including proportional distribution based on relative enrollment of students with disabilities
 - ii. At the same time as the school distributes other federal funds to its other public schools

22. Program options

The school district must take steps to ensure that students with disabilities have available to them the variety of educational programs and services available to nondisabled students in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and career and technical education.

The school district has the option to include additional information regarding the development and implementation of IEPs.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.

Part II. Policies and Procedures for Students with Disabilities

Section D: Discipline

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§300.530–300.537

Sections 893.02, 893.03, 1002.20, 1002.22, 1003.01, 1003.31, 1003.57, and 1006.09, F.S.
Rules 6A-1.0955, 6A-6.03011 through 6A-6.0361 and 6A-6.03312, F.A.C.

Definitions

1. Change of placement because of disciplinary removals

For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under Rule 6A-6.03312, F.A.C., a change of placement occurs with **either** of the following:

- a. The removal is for more than 10 consecutive school days.
- b. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than 10 school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

2. Controlled substance

A controlled substance is any substance named or described in Schedules I–V of s. 893.03, F.S.

3. Illegal drug

An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c), or under any other provision of federal law.

4. Serious bodily injury

Serious bodily injury means bodily injury that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

5. Weapon

Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and a half inches in length.

6. Manifestation determination

A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

7. Interim alternative educational setting (IAES)

An interim alternative educational setting is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of Rule 6A-6.03312, F.A.C.

Procedures

1. For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior, will be considered in the development of their IEPs. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in Rule 6A-6.03312, F.A.C., is appropriate for a student with a disability who violates the Code of Student Conduct.

Describe the district's procedures for providing information and training regarding positive behavioral interventions and supports.

-The district provides information and training to all personnel who provide services and supports to students with disabilities. Persons receiving training include ESE teachers, general education teachers, paraprofessionals, guidance counselors, behavior specialists, school psychologists, program specialists and school administrators. Generally the following trainings are provided: -Updates on rules/regulations governing students with disabilities
-Individual and group training in discipline and behavior management
-Trainings on conducting Functional Behavior Assessments and developing Behavior Intervention Plans
-Trainings on Developing Behavior Management Plans
-Trainings on Positive Behavior Management in the Classroom
-Trainings on Accommodations, Modifications and Strategies for Students with Discipline Problems
-Trainings specific to students with Autism
-CPI Training
-Trainings and information are provided by Florida Diagnostic and Learning Resources System (FDLRS), Partnership for Effective Programs for Students with Autism (PEPSA), Center for Autism and Related Disorders (CARD), Behavior Consultants/Counselors and ESE district support staff. In addition, the Institute for Small and Rural Districts (ISRDR) provides trainings throughout the school year. Information regarding trainings is provided to appropriate personnel and the district supports their participation.
-Teachers, school administrators and support staff receive on-going information and support from Behavior Specialists, Behavior Analysts and/or Mental Health Counselors. All schools are able to access additional Behavior Management and Consultation services by completing a request to the ESE/Student Services Director.
-Schools have MTSS/Problem-Solving teams that meet to identify and address behavioral needs of individual students. Interventions are put in place based on the review of data and student needs.

Describe how the district addresses behavior in the development of the IEP for students with disabilities whose behavior impedes their learning or the learning of others.

In the case of a student with a disability whose behavior impedes his or her learning or that of others, the Individual Educational Plan (IEP) team, in developing the student's IEP, will consider, if appropriate, strategies including positive behavioral interventions, supports, and other strategies to address that behavior. If the IEP team determines that such services are needed, they will be added to the IEP and will be provided. The IEP team will show evidence that the behavior is being addressed (e.g., documentation of problem-solving/response to intervention or instruction process, evidence in the student's discipline file, positive behavior intervention plan) and annual goals, if applicable, or services to address the behaviors.

2. Authority of school personnel

Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to nondisabled students, school personnel:

- a. May remove a student with a disability, who violates a code of student conduct, from the student's current placement for not more than 10 consecutive school days
- b. May remove a student with a disability, for not more than 10 consecutive school days in that same school year, for separate incidents of misconduct, as long as those removals do not constitute a change in placement, as defined in Rule 6A-6.03312, F.A.C.

Describe the district's procedures for monitoring out-of-school suspensions, to include the review of suspension and expulsion data.

-A monthly report detailing the number of Out-of-School and In-school Suspensions is generated by the district's Management Information Systems department. This report is given to each program specialist (district-level personnel) and school-level administrators to review. The data is reviewed to ensure that students do not receive more than 10 days out of school suspension for the school year.
 -If the school has not notified the program specialist prior to the eighth cumulative day of suspension, the program specialist will request a manifestation where it will be determined if there is a pattern of removals constituting a change in placement, a need to conduct a Functional Behavioral Assessment, a need to develop or revise a Behavior Intervention Plan, or a need for an Individual Educational Plan review to address the behavior (s) of concern.
 -If a student is suspended from school based on a zero-tolerance offense and expulsion may be a possibility, the school level administrators submit a packet to the Assistant Superintendent's office requesting a hearing/manifestation determination. The Assistant Superintendent's secretary notifies the ESE Director and Program Specialists. A hearing/manifestation determination is held by the student's fifth day of suspension from school.

Describe the district's procedures for determining whether a pattern of removals constitutes a **change of placement** (See Definitions 1 a-b).

The student is subject to a series of removals that constitute a pattern because they accumulate to more than 10 school days in a school year and because of factors such as the length of each removal, the total amount of time the student is removed or the proximity of the removals to one another. To determine if a pattern of removals constitute a change in placement, school personnel with authority to suspend, will exercise this authority on a case-by-case basis by conducting a review of the description of: 1)the behavior/incident that is currently subject to disciplinary removal and the proposed suspension; and 2)the behaviors/incidents subjected to disciplinary removal for current school year. The date and description of the behavior/incident subject to discipline will be reviewed, including the number of days of suspension (length of removal); the cumulative days of suspension (total amount of time student has been removed); and the proximity of removals to one another (number of days, weeks, or months since the last incident). School personnel will consider the above factors in making a determination of pattern of removals on a case-by-case basis.

3. Authority of school personnel

Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to nondisabled students, school personnel:

- a. May remove a student with a disability, who violates a code of student conduct, from the student's current placement for not more than 10 consecutive school days
- b. May remove a student with a disability, for not more than 10 consecutive school days in that same school year, for separate incidents of misconduct, as long as those removals do not constitute a change in placement as defined in Rule 6A-6.03312, F.A.C.

3. Manifestation determination

A manifestation determination, consistent with the following requirements, will be made within 10 school days of any decision to change the placement of a student with a disability because of a violation of a Code of Student Conduct.

- a. In conducting the review, the school district, the parent, and relevant members of the IEP team (as determined by the parent and the school district):
- Will review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP
 - Will determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP
- b. If the school district, the parent, and relevant members of the IEP team determine that the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or that the conduct in question was the direct result of the school district's failure to implement the IEP, the conduct will be determined to be a manifestation of the student's disability and the school district will take immediate steps to remedy those deficiencies.
- c. If the school district, the parent, and relevant members of the IEP team determine that the conduct was a manifestation of the student's disability, the IEP team will either:
- Conduct a functional behavioral assessment (FBA), unless the school district had conducted an FBA before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
 - If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and
 - Except as provided in 6. below, return the student to the placement from which the student was removed, unless the parent and the school district agree to a change in placement as part of the modification of the BIP.
- d. For disciplinary changes of placement, if the behavior that gave rise to the violation of a Code of Student Conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to nondisabled students may be applied to the student in the same manner and for the same duration in which they would be applied to nondisabled students, except that services necessary to provide FAPE will be provided to the student with a disability, as described in 5. below.
- e. If a parent disagrees with the manifestation determination decision made by the IEP team pursuant to this rule, the parent may appeal the decision by requesting an expedited due process hearing as described in 7. below.

Describe the district's procedures for scheduling manifestation determination reviews within required timelines and determining participants for these reviews.

-Once the ESE Program Specialist has been notified (by the lead ESE teacher or school administrator) that further suspension of a student who has already been suspended for 8 days in a school year is being considered, a meeting to make a manifestation determination will be convened.

-The ESE Program Specialist, school-level administrator and lead ESE teacher will determine the relevant members of the team (including the parent and student) and invite them to participate in the manifestation determination. The meeting is convened no later than 10 days (giving the parent a reasonable notice) after the ESE Program Specialist has been notified that a change of placement beyond 10 days in the school year is contemplated. A Manifestation Determination will be made within 10 school days of any decision to change the placement of a student with a disability who has violated the code of student conduct.

-If a student is suspended from school based on a zero-tolerance offense and expulsion may be a possibility, the school level administrators submit a packet to the Assistant Superintendent's office requesting a hearing/manifestation determination. The Assistant Superintendent's secretary notifies the ESE Director and Program Specialists. A hearing/manifestation determination is held by the student's fifth day of suspension from school.

Describe the district's procedures for initiating and conducting FBAs and BIPs in a timely manner.

-If it is determined (during a Manifestation Determination Hearing) that a student's conduct is a manifestation of the student's disability and no FBA or BIP is in place, consent to conduct an FBA will be requested at the time of the meeting. Consent for an FBA will be forwarded to the School Psychologist and the Functional Behavior Assessment will be completed within five days after the meeting. Data and information obtained from the FBA will be used to develop a BIP.

Describe the district's procedures for providing training regarding conducting FBAs and developing and implementing BIPs.

-The district provides trainings on how to conduct FBAs and BIPs. Teachers are trained in small groups by ESE staff. School Psychologists and Behavior Analysts also complete FBAs and BIPs and provide support to teachers in completing the process.

Describe the district's procedures for providing FAPE for students when the behavior is determined not to be a manifestation of the student's disability

-If the team determines that the behavior is not a manifestation of the student's disability, the team may decide to extend the suspension beyond the days that the student has already been suspended (not to exceed 10 days). Based on the nature and severity of the offense, the team will review the student's IEP and determine if the IEP and placement meet the student's needs. The district's practice (in as many instances as possible) is to use alternative placements rather than expulsion of students. Students may be expelled from their home school to an alternative school where they will receive required services. In an alternative placement, the student with disabilities will continue to receive educational services to (1) enable the student to continue to participate in the general curriculum; although in another setting, (2) progress toward meeting the goals in the student's IEP; and (3) receive as appropriate; a functional behavior assessment and positive behavior intervention plan designed to address the behavior violation.

Describe the district's procedures for requesting an expedited due process hearing when parents disagree with a manifestation determination.

-If it is deemed necessary, the district will request an expedited due process hearing when parents disagree with a manifestation determination. The request will be forwarded to Florida's Division of Administrative Hearings (DOAH) with a copy to FDOE.
 -In all cases the IEP team (which includes the parent) determines need for additional services including counseling, psychiatric evaluation or additional programs to address the behavior problems.
 -The parent of a student with a disability may request an expedited due process hearing when they disagree with a manifestation determination following the guidelines in the Procedural Safeguards given to the parent with the meeting notice.

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4. On the date a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the school district will notify the parent of the removal decision and provide the parent with a copy of the notice of procedural safeguards.
 5. Providing FAPE for students with disabilities who are suspended or expelled or placed in an IAES
 - a. A school district is not required to provide services to a student with a disability during removals totaling 10 school days or fewer in that school year if services are not provided to nondisabled students who are similarly removed.
 - b. Students with disabilities who are suspended or expelled from school or placed in an IAES will continue to receive educational services in accordance with s. 1003.01, F.S., including homework assignments, to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP and receive, as appropriate, a functional behavioral assessment, behavioral intervention services, and modifications designed to address the behavior violation so that it does not reoccur.
 - c. After a student with a disability has been removed from the current placement for 10 school days in the school year, if the current removal is not more than 10 consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teachers, will determine the extent to which services are needed to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
 - d. If the removal is a change of placement under Rule 6A-6.03312, F.A.C., the student's IEP team determines appropriate services under b) above.

Describe the district's procedures for providing FAPE for students with disabilities who are suspended or expelled or placed in an IAES.

-Students with disabilities who are suspended from school and placed in an Interim Alternative Educational Setting (IAES) will continue to receive appropriate educational services as indicated on the IEP that will enable the student to continue to participate in the general curriculum and progress toward meeting the goals of the student's IEP. The IEP team will determine if additional supports and services are needed which could include a Functional Behavior Assessment (FBA), Behavioral Intervention Plan (BIP) and/or counseling designed to address the behavior violation.

-Students who have been suspended or expelled and placed in an alternative setting may have their IEPs revised to indicate Home Instruction. These revisions may be made when students have not responded to specialized instruction for a specified period of time. If the student has had reoccurring behavior issues in multiple assignments ranging from a self-contained class in a regular school to an alternative school or to a separate day school, home instruction may be appropriate. The student will receive services from a certified ESE teacher in order for the student to continue to work toward his/her IEP goals and objectives.

Describe the district's procedures for providing training and supports for staff members who provide services to students with disabilities who are suspended or expelled or placed in an IAES.

Supports and Training for the staff include:

- Teachers participate in CPI Training conducted by FDLRS
- Teachers and administrators are provided Positive Behavior Support training
- Teachers will receive additional resources and materials to use in their classrooms
- Teachers will receive guidance by a behavior specialist who is housed at the alternative school
- Teachers and staff are provided support and guidance during the MTSS/Problem Solving team meetings to determine appropriate interventions for students

6. Special circumstances and interim alternative educational settings

- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
 - Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of an SEA or a school district;
 - Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district; or
 - Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district.
- b. On the date that a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district will notify the parent of that decision and provide the parent with a copy of the notice of procedural safeguards.

Describe the district's procedures for notifying parents on the date that a decision is made to make a removal that constitutes a change of placement and providing parents with a copy of the notice of procedural safeguards on this date.

The principal of the school where the student is enrolled will immediately suspend the student for a maximum of five school days. On the first day of the student's suspension, a copy of the procedural safeguards is sent to the parents along with a notice of a hearing/manifestation determination meeting. The meeting notification and procedural safeguard will be sent by mail or delivered by a school resource officer. A hearing and manifestation determination is scheduled and held within five school days. If a zero tolerance offense was committed and the student violated the Code of Student Conduct in regards to weapons, drugs or serious bodily harm, a change of placement to an IAES may be made for not more than 45 school days. The parent or guardian is in attendance during the hearing and manifestation determination meeting and receives written documentation of the removal. If the parent is not present (which is an extreme exception), a letter is hand delivered to the parent by a school resource officer or school administrator. Each notice has a copy of the Procedural Safeguards.

-If the maximum 5 days suspension is beyond 10 previous days of suspension, the letter will be mailed by certified mail (if the parent cannot be reached). Documentation of the certified mail will be kept in the student's ESE file.

Describe the district's procedures for tracking students' removals to an IAES to ensure that the 45 school-day limit is maintained.

Immediately following the hearing, an IEP meeting will be convened. The 45-school day duration of the IEP and services is included in the initiation/duration section of the IEP. Prior to the expiration of the 45-school day placement, the IEP team is reconvened to review the IEP and determine appropriate placement and services.

The Program Specialist provides both the principal of the IAES and the principal of the student's home school with the date of the student's return to his home school.

7. Appeal and expedited hearings

- a. An expedited hearing may be requested by:
 - The student's parent, if the parent disagrees with a manifestation determination or with any decision not made by an administrative law judge (ALJ) regarding a change of placement under Rule 6A-6.03312, F.A.C.

- The school district, if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others
- b. The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.
- c. Expedited due process hearings requested under this subsection will be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Department of Education, and will be held at the request of either the parent or the school district regarding disciplinary actions. These hearings will meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, F.A.C., except that the hearing will occur within 20 school days of the date the request for due process is filed and an ALJ will make a determination within 10 school days after the hearing. In addition, unless the parents and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:
 - A resolution meeting will occur within seven days of receiving notice of the request for expedited due process hearing
 - The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of the receipt of the request for an expedited due process hearing
- d. The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in s. 1003.57(1)(b), F.S.

Describe the district's procedures for setting up resolution meetings within seven days of receiving notice of a request for an expedited due process hearing.

The Director of Exceptional Student Education will be notified by the principal of the student's school by phone that the parent has requested an expedited due process hearing. The principal will send a copy of the written request to the district's ESE Director. The Director will immediately select a date for the meeting and notify the parents and other participants of the date. The parent is requested to indicate if the date is adequate and modifications are made if needed. The meeting will be held within 7 days of the district's receipt of notice of the request for an expedited due process hearing.

8. Authority of an Administrative Law Judge

An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

- a. An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of Rule 6A-6.03312, F.A.C., or that the student's behavior was a manifestation of the student's disability; or
- b. Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

The procedures under this subsection may be repeated if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

9. Student's placement during appeals or expedited due process proceedings

When an appeal as described in 7. above has been made by either the parent or the school district, the student will remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent and the Department of Education or school district agree otherwise.

10. Protections for students not determined eligible for special education and related services

A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under this rule if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

a. Basis of knowledge

A school district is deemed to have knowledge that a student is a student with a disability if:

- The parent has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services; or
- The parent has requested an evaluation to determine whether the student is in need of special education and related services; or
- The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

b. Exception

A school district would not be deemed to have knowledge of a disability (see above) if:

- The parent of the student has not allowed an evaluation to determine if the student is an eligible student with a disability;
- The parent of the student has refused to provide consent for initial provision of special education and related service;
- The parent of the student revoked consent for the student to receive special education and related services; or
- The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., and determined that the student was not a student with a disability.

c. Conditions that apply if no basis of knowledge

- If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a nondisabled student who engages in comparable behaviors.
- If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation will be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents, the school district will provide special education and related services consistent with the requirements of Rule 6A-6.03312, F.A.C.

11. Nothing in Rule 6A-6.03312, F.A.C., prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

12. Student records in disciplinary procedures

Regarding the person making the final determination for the disciplinary action, school districts will ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of 34 CFR §300.535(b), s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C.:

Describe the district's procedures for ensuring that special education and disciplinary records of students with disabilities are transmitted to the person making the final determination regarding the disciplinary action.

Where a disciplinary change of placement is determined appropriate, the ESE Program Specialist will ensure that the IEP team has all relevant special education and disciplinary records. The IEP team makes the final

disciplinary determination. In cases where a disciplinary action is considered that is not a change of placement, the administrator responsible for discipline will have access to special education and disciplinary records of the student. No "transmission" of records is necessarily involved. When a school reports a crime to appropriate authorities, the district conveys relevant information related to the student's disability, particularly the information necessary to protect the health or safety of the students or others. When a school reports criminal behavior to appropriate authorities, the district transmits the student's special education and disciplinary records for their consideration upon receipt of written request of an adult student, a parent or guardian of a student or a receiving school, as prescribed by Rule 6A-I.0955(7).

13. Disciplinary records of students with disabilities

School districts will include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of nondisabled students.

- a. The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.
- b. If the student transfers from one school to another, the transmission of any of the student's records will include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

Part II. Policies and Procedures for Students with Disabilities

Section E: Participation in State and District Assessments

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §300.320

Chapters 458 and 459, F.S.

Sections 1003.01, 1003.4282, 1003.428, 1003.43, 1003.433, 1007.02, 1008.22, 1008.212, 1008.25, and 1011.62, F.S.
Rules 6A-1.09401, 6A-1.0943, 6A-1.09430, 6A-6.03011 through 6A-6.0361, 6A-6.03020 6A-6.03028 and 6A-6.0331, 6A-6.03311 6A-6.03411, F.A.C.

Statewide, Standardized Assessment Program

1. Purpose

The student assessment program provides information about student mastery of grade-level state standards and to inform parents of their child's educational progress.

2. Student participation

- a. Each student with a disability has the opportunity to participate in the statewide standardized assessment program and any district-wide assessment of student achievement with allowable accommodations, if determined appropriate by the Individual Educational Plan (IEP) team and recorded on the student's IEP.
- b. Accommodations identified for testing situations are those identified in the test manual and regularly used by the student in the classroom.
- c. A parent must provide signed consent for a student to receive instructional accommodations not permitted on statewide standardized assessments and acknowledge, in writing, the implications of such accommodations.
- d. Students who are identified solely as gifted are not eligible for statewide standardized assessment accommodations.

3. Allowable accommodations

Allowable and appropriate accommodations for statewide standardized assessments are included in the test administration manual. Copies of current statewide standardized assessment test administration manuals published by the Florida Department of Education's Bureau of Assessment and School Performance, and Bureau of Exceptional Education and Student Services are available by contacting the Department of Education at <http://www.fldoe.org/asp>.

4. Waiver of assessment requirements

A student with a disability, as defined in s. 1007.02(2), F.S., for whom the IEP team determines that the statewide, standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript.

Extraordinary Exemption for Students with Disabilities

In accordance with s. 1008.212, F.S., Students with disabilities; extraordinary exemption, a student with a disability may be eligible for an exemption from participation in statewide assessment.

1. Definitions:

- a. "Statewide standardized assessments" – Pursuant to s. 1008.22(3), F.S., the Commissioner of Education shall design and implement a statewide, standardized assessment program aligned to the core curricular content established in the Next Generation Sunshine State Standards. The commissioner also must develop or select and implement a common battery of assessment tools that will be used in all juvenile justice education programs in the state. These tools must accurately measure the core curricular content established in the Next Generation Sunshine State Standards. Participation in the assessment program is mandatory for all school districts and all students attending public schools, including adult students seeking a standard high school diploma under s. 1003.4282, F.S., and students in Department of Juvenile Justice education programs, except as otherwise provided by law. If a student does not participate in the assessment program, the school district must notify the student's parent and provide the parent with information regarding the implications of such nonparticipation.
 - b. "Circumstance" means a situation in which accommodations allowable for use on the state-wide standardized assessment, a statewide standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., are not offered to a student during the current year's assessment administration due to technological limitations in the testing administration program which lead to results that reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the statewide standardized assessment, a statewide standardized end-of-course assessment, or an alternate assessment.
 - c. "Condition" means an impairment, whether recently acquired or longstanding, which affects a student's ability to communicate in modes deemed acceptable for statewide assessments, even if appropriate accommodations are provided, and creates a situation in which the results of administration of the statewide standardized assessment, an end-of-course assessment, or an alternate assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the statewide standardized assessment, a statewide standardized end-of-course assessment, or an alternate assessment.
 - d. "Medical complexity" – Pursuant to s. 1008.22(9), F.S., a child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or Chapter 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living and lacks the capacity to take or perform on an assessment.
 - e. "Parent" – Pursuant to State Board of Education Rule 6A-6.03411(1)(bb), F.A.C., Parent means:
 - a. A biological or adoptive parent of a student;
 - b. A foster parent;
 - c. A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the state if the student is a ward of the state);
 - d. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare; or
 - e. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.
2. A student with a disability for whom the IEP team determines is prevented by a circumstance or condition from physically demonstrating the mastery of skills that have been acquired and are measured by the statewide standardized assessment, a statewide standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability, or the receipt of services through the homebound or hospitalized program in accordance with rule 6A-6.03020, F.A.C., is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.
 3. The IEP team, which must include the parent, may submit to the district school superintendent a written request for an extraordinary exemption at any time during the school year, but not later than 60 days before the current year's assessment administration for which the request is made. A request must include all of the following:
 - a. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.

- b. Written documentation of the most recent evaluation data.
 - c. Written documentation, if available, of the most recent administration of the statewide standardized assessment, an end-of-course assessment, or an alternate assessment.
 - d. A written description of the condition's effect on the student's participation in the statewide standardized assessment, an end-of-course assessment, or an alternate assessment.
 - e. Written evidence that the student has had the opportunity to learn the skills being tested.
 - f. Written evidence that the student has been provided appropriate instructional accommodations.
 - g. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP which are allowable in the administration of the statewide standardized assessment, an end-of-course assessment, or an alternate assessment in prior assessments.
 - h. Written evidence of the circumstance or condition as defined in section (1).
 - i. The name, address, and phone number of the student's parent.
4. Based upon the documentation provided by the IEP team, the school district superintendent shall recommend to the commissioner of education whether an extraordinary exemption for a given assessment administration window should be granted or denied. A copy of the school district's procedural safeguards as required in rule 6A-6.03311, F.A.C., shall be provided to the parent. If the parent disagrees with the IEP team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 30 days after the receipt of the request whether the exemption has been granted or denied. If the commissioner grants the exemption, the student's progress must be assessed in accordance with the goals established in the student's IEP. If the commissioner denies the exemption, the notification must state the reasons for the denial.
5. The parent of a student with a disability who disagrees with the commissioner's denial of an extraordinary exemption may request an expedited hearing. If the parent requests the expedited hearing, the Department of Education shall inform the parent of any free or low-cost legal services and other relevant services available in the area. The Department of Education shall arrange a hearing with the Division of Administrative Hearings, which must be commenced within 20 school days after the parent's request for the expedited hearing. The administrative law judges at the division shall make a determination within 10 school days after the expedited hearing. The standard of review for the expedited hearing is de novo, and the department has the burden of proof.

Exemption for a Child With Medical Complexity

In accordance with s. 1008.22, F.S., *Student assessment program for public school; Child with medical complexity, a child with a medical complexity may be exempt from participating in statewide, standardized assessments, including the Florida Alternate Assessment (FAA), pursuant to the following provisions.*

1. Child with a medical complexity
 - a. *Definition of child with medical complexity.* A child with a medical complexity means a child who, based upon medical documentation from a physician licensed under chapter 458 or 459 is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.
 - b. *Exemption options.* If the parent consents in writing, and the IEP team determines that the child should not be assessed based upon medical documentation that the child meets the definition of a child with medical complexity, then the parent may choose one of the following three assessment exemption options.
 1. One-year exemption approved by the district school superintendent. If the superintendent is provided written documentation of parental consent and appropriate medical documentation to support the IEP team's determination that the child is a child with medical complexity, then the superintendent may approve a one-year exemption from all statewide, standardized assessments, including the FAA. For all students approved by the district superintendent for a one-year

exemption, the following information must be reported to the commissioner of education beginning June 1, 2015, and each June 1 thereafter:

- a. The total number of students for whom a one-year exemption has been granted by the superintendent; and
 - b. For each student receiving an exemption, the student's name, grade level and the specific statewide standardized assessment(s) from which the student was exempted.
2. One-, two-, or three-year or permanent exemption approved by the commissioner of education as described in s. 1008.22(9), F.S. In order for the commissioner to consider such an exemption, the following information must be submitted by the district superintendent to the commissioner of education no later than 30 calendar days before the first day of the administration window of the statewide standardized assessment for which the request is made:
- a. The student's name, grade level, and the statewide standardized assessment for which the exemption request is made;
 - b. The name, address, and phone number of the student's parent;
 - c. Documentation of parental consent for the exemption;
 - d. Documentation of the superintendent's approval of the exemption;
 - e. Documentation that the IEP team considered and determined that the student meets the definition of medically complex as defined in s.1008.22(9), F.S.; and
 - f. Medical documentation of the student's condition as determined by a physician licensed in accordance with Chapter 458 or Chapter 459, F.S.
1. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 20 calendar days after the receipt of the request whether the exemption has been granted or denied.

Additional Information Required:

An alternate assessment is required for any district-wide assessment of student achievement that is not administered to students on alternate achievement standards.

Alternate Assessment Based on Alternate Achievement Standards (AA-AAS)

1. Students with significant cognitive disabilities, for whom the statewide standardized assessment— even with allowable accommodations— is not appropriate, may be eligible to participate in the statewide assessment program through the AA-AAS.
2. Eligibility requirements

The decision that a student with a significant cognitive disability will participate in the statewide alternate assessment as defined in s. 1008.22(3)(c), F.S., is made by the IEP team and recorded on the IEP. The provisions with regard to parental consent for participation in the Florida Alternate Assessment in accordance with Rule 6A-6.0331(10), F.A.C., must be followed. The following criteria must be met:

- a. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials the student requires modifications as defined in Rule 6A-1.09401, F.A.C.; and
 - b. The student requires direct instruction in academic areas of English language arts, math, social studies, and science based on access points pursuant to Rule 6A-1.09401, F.A.C., in order to acquire, generalize, and transfer skills across settings.
3. District and IEP team requirements

If it is determined by the IEP team using the Assessment Participation Checklist that the student will participate in the statewide assessment through the AA-AAS, the IEP will contain a statement of why the general assessment is not appropriate and why the AA-AAS is appropriate. It also will indicate that notification was

made to the parent and that the implications of the student's nonparticipation in the statewide, standardized assessment program were provided. The Assessment Participation Checklist may be accessed at: <http://info.fldoe.org/docushare/dsweb/Get/Document-5831/dps-2010-92.pdf>.

4. Administration of the AA-AAS

The assessment will be administered individually by the student's special education teacher. If this is not possible, the test administrator will be a certified teacher or other licensed professional who has worked extensively with the student. All individuals who administer the AA-AAS must be trained in administration procedures and receive annual update training.

The district administers district-wide assessment(s) of student achievement. If **yes**, include the name of each district-wide assessment and whether or not the assessment is administered to students on alternate achievement standards. If the district-wide assessment is not administered to students on alternate achievement standards, identify the corresponding alternate assessment. (If your district uses a portfolio as a corresponding district alternate assessment, the data collected should be based on grade level Florida Alternate Achievement Standards. For portfolios, indicate what information is being collected, how the information is being recorded, what type of scoring rubric is being used and how the district ensures that all teachers are collecting the same information and scoring the data the same way.)

Yes

No

| | |
|--|--|
| District-wide Assessment: | Corresponding Alternate Assessment: |
| Florida Assessments for Instruction in Reading | Brigance Comprehensive Inventory of Basic Skills -Revised(CIBS -R) |
| District Progress Monitoring Testing | Brigance Comprehensive Inventory of Basic Skills -Revised |

Part II. Policies and Procedures for Students with Disabilities**Section F: Eligibility Criteria for Prekindergarten Children with Disabilities**

This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§300.25 and 300.101
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rule 6A-6.03026, F.A.C.

Definition

A prekindergarten child with a disability is a child who meets the following criteria.

Eligibility Criteria

In accordance with s. 1003.21, F.S., a child is eligible for prekindergarten programs for children with disabilities based upon meeting the eligibility criteria for one or more specific exceptionalities listed below and upon meeting the age requirements shown.

1. The child is below three years of age and meets the criteria for eligibility for any of the following educational programs:
 - a. Deaf or hard of hearing
 - b. Visually impaired
 - c. Orthopedically impaired, other health impairment, or traumatic brain injury
 - d. Intellectual disabilities
 - e. Established conditions
 - f. Developmentally delayed
 - g. Dual-sensory impaired
 - h. Autism Spectrum Disorder
2. The child is age three through five years and meets the criteria for eligibility as a child with one or more of the following disabilities:
 - a. Intellectual disabilities
 - b. Speech and language impaired
 - c. Deaf or hard of hearing
 - d. Visually impaired
 - e. Orthopedically impaired, other health impairment, or traumatic brain injury
 - f. Emotional or behavioral disabilities
 - g. Specific learning disabilities
 - h. Homebound or hospitalized
 - i. Dual-sensory impaired

- j. Autism Spectrum Disorder
- k. Developmentally delayed

Child Evaluation

1. Evaluations are conducted in accordance with the requirements of rules for the eligibility areas listed in Sections 1 and 2 under *Eligibility Criteria*.
2. Existing screening and evaluation information available from agencies that previously served the child and family shall be used, as appropriate, to meet evaluation criteria for the rules for the eligibility areas listed in Section 1 and 2.

Instructional Program

In regards to a child who is eligible for admission to public kindergarten in accordance with Section 1003.21, F.S., an eligible prekindergarten child with a disability may receive instruction for one additional school year in a prekindergarten classroom in accordance with the child's Individual Educational Plan (IEP) or Individualized Family Support Plan (IFSP).

The parent or guardian must be informed in writing of the implications of an additional year in the prekindergarten classroom (i.e., the additional year is not considered a "retention," thus impacting the future consideration of a "good cause exemption"). If a parent disagrees with the IEP team recommendation for an additional year of instruction in a prekindergarten classroom, the team's recommendation may not be used to deny a child admission to kindergarten.

Transition from Early Steps Part C Services to Part B Services

The district's processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities, including district procedures that ensure the district's participation in the transition conference and development of the IEP by the third birthday, are described in the text box below.

Early Steps will prepare families for the transition process in an ongoing and positive manner, using the procedural steps developed by the partners.

A. The service coordinator meets with the family 9 months before the child turns three years of age to discuss transition planning. The discussion includes potential options for services in the community. At the meeting, the family mayor may not inform Early Steps of their choice for potential services after the child turns three. If they have not made that choice they may explore community options prior to the Transition Conference.

B. Transition Conference -Early Steps and the school district meet with the family to hold transition conferences, at least 90 days before the child turns three.

C. Referral to the School District (with consent of the family) -The service coordinator provides a transition packet to the school district at least two weeks prior to the transition conference, which includes:

- 1.FDLRS/Child Find referral
- 2.Prior Notice Letter
- 3.Copy of the IFSP
- 4.Recent evaluation reports
5. Vision and Hearing Statement
6. Informed consent form for evaluation
7. Release of information

D. The service coordinator invites the family, the LEA, and any other agency or participants the family chooses, at least two weeks prior to the transition conference.

E. The service coordinator facilitates the conference. At the conference the packet is reviewed with the family. The service coordinator discusses the progress the child has made. The parent discusses their concerns and the potential services they want for their child.

F. If additional evaluations are needed, arrangements are made to obtain further evaluation at no cost to the family.

G. There is discussion of the process for determining eligibility for school district services, and information is shared about the differences in the Part C and Part B service delivery. Early Steps will provide information to families about the Agency for Persons with Disabilities, and facilitate referral if needed.

H. Families are given a copy of the ISFP form I, Part C procedural safeguards, and a written form from the school district outlining the next steps in the process.

I. Parents are offered the opportunity to visit school sites and arrangements are made with the Child Find Specialist to do so.

J. If the family declines a referral to the school district, Early Steps notifies Child Find at the transition conference. This information is entered into the CHRIS and the Child Find time line on that child ends.

K. LEA Process for Determining Eligibility and Developing the IEP -The school district schedules an eligibility

determination and IEP meeting. Teachers contracted within the community agency collaborate to schedule an IEP Meeting. The district invites the family, the Staffing Specialist, the teacher, therapists and any other appropriate community participants. Families may also invite others to attend. Interpreters are provided as needed. Families are given a summary of procedural safeguards.

L. The Staffing Specialist facilitates the meeting; evaluations are shared and if the child is eligible, an IEP is developed by the child's third birthday, and the date of implementation is determined.

M. If the child is ineligible, the family is given information about other community services.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

- a. The prekindergarten program for children with disabilities supports young children by recognizing and respecting their unique abilities, strengths, and needs.
- b. Services for young children with disabilities and their families include a range of educational, developmental, and therapeutic activities that are provided in least restrictive or natural learning environments where children experience learning opportunities that promote and enhance behavioral and developmental competencies.
- c. For a child with disabilities age three through five years, special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the child. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
- d. Programs and services for prekindergarten children with disabilities are based on practices that are developmentally appropriate for all young children. They acknowledge the importance of collaboration and partnerships with families and view the child in the context of the family and community. Understanding and knowledge of early childhood development serves as a foundation for these practices.

2. Curriculum

- a. Curriculum content, materials, and activities are consistent with the district's program philosophy.
 - For prekindergarten children with disabilities, during the year prior to kindergarten entry, the Florida Voluntary Prekindergarten (VPK) Education Standards are used to guide the selection of curriculum (curricula) in concert with a knowledge and understanding of the impact of the disability on the growth and development of the child.
 - The VPK standards help to create a shared framework and common language between early childhood education and early childhood special education by emphasizing the sequence of development across multiple developmental domains and the importance of the classroom environment to include how curricula, materials, and equipment are selected.
 - For children birth to the age of eligibility for the VPK program, Florida's Birth to Three Learning and Developmental Standards and the School Readiness Performance Standards may be used to guide the selection of curriculum, materials, and equipment.
- b. Modifications, adaptations, and accommodations of curricula, materials, and activities selected may be needed to meet the unique needs of the child. Ongoing progress monitoring is conducted to ensure that the instruction or interventions provided are effective in attaining the desired outcomes.

3. Instructional support

- a. Young children receive instructional support through specially designed instruction and related services as determined by the IEP process or early intervention services as determined through the IFSP process. These services are based on peer-reviewed, research-based practices to the extent practicable.
- b. Teachers and related services personnel are trained in how to design and implement individualized programs to address the learning needs of children with disabilities.
- c. Teachers and related services personnel are provided with administrative support to ensure reasonable class size and workload, adequate funds for materials, and professional development. Teachers provide instruction in the domains of development, including cognitive development, motor development, language and communication, social emotional development, and adaptive behavior. Instruction and

related services may be offered in a continuum of placements and settings that may include regular, resource, or special class settings in public, community-based, or home-based settings.

- d. School districts may provide related services to children and professional development for teachers and related services personnel in coordination with community agencies, including other early childhood partners such as Early Learning Coalitions and Head Start. Additionally, support for professional development and related services may, as appropriate, be provided in collaboration with discretionary projects funded by the Bureau of Exceptional Education and Student Services, the Florida School for the Deaf and the Blind, and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Department of Children and Families, and the Department of Health, Children's Medical Services.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for prekindergarten children with disabilities.

One of the following **must** be selected:

- The school district has provided additional information for this section in **Appendix B** of this document.
- There is no additional information for this section.**
- This section is not applicable for the district.

Part II. Policies and Procedures for Students with Disabilities

Section G: Individualized Family Support Plan for Students with Disabilities Ages Birth through Five Years

This section is not applicable for the district.

Students with Disabilities Ages Birth through Two Years

Statutory and Regulatory Citations

34 CFR §303.340
 Sections 1003.03, 1003.21, and 1003.57, F.S.
 Rules 6A-6.0331 and 6A-6.03029, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of families who have children with disabilities, ages birth through two years, related to enhancing a child's development and the resources to provide early intervention services. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others is used to prepare the document. An IFSP must be used for children ages birth through two years.

Procedures

1. Content of an IFSP

The IFSP is in writing and includes:

- a. A statement of the child's present levels of physical development (including vision, hearing, and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment.
- b. With concurrence of the family, a statement of the family's resources, priorities, and concerns related to enhancing the development of the family's child as identified through the assessment of the family.
- c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including pre-literacy and language skills, as developmentally appropriate for the child, and the goals, criteria, procedures, and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;
- d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable, or, necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;
- e. A statement of the natural environments in which early intervention services, or, for children ages three (3) through five (5) years, specially designed instruction and related services are to be provided, and a justification of the extent, if any, to which the services will not be provided in a natural environment;
- f. A statement of the strategies needed in order to meet the child's and family's outcomes
- g. The projected dates for initiation of services.
- h. The IFSP must:
 - Identify any medical and additional supports that the child or family needs or is receiving through other sources but that are neither required nor funded under IDEA, Part C and
 - Include a description of the steps the service coordinator or family may take to assist the child and family in securing additional supports not currently being provided

- i. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the services identified on the plan including transition services and coordination with other agencies and persons;
 - j. Family demographic and contact information;
 - k. A statement of eligibility, including recommendations for children not found eligible;
 - l. A description of everyday routines, activities, and places in which the child lives, learns, and plays and individuals with whom the child interacts
 - m. Identification of the most appropriate IFSP team member to serve as the primary service provider; and
 - n. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation, and the individual responsible for implementing the IFSP.
2. Content of IFSPs for children ages birth through two years

IFSPs developed for children with disabilities ages birth through two years must also include:

- a. The frequency, intensity, and method of delivery of the early intervention services;
 - b. The location and length of the early intervention services;
 - c. Funding source or payment arrangements, if any;
 - d. Anticipated duration of the services;
 - e. Other services to the extent appropriate; and
 - f. The steps to be taken to support the transition of the child, upon reaching age three, to preschool services for children with disabilities ages three through five years, to the extent that those services are considered appropriate or other services that may be available, if appropriate; the steps required for transition include:
 - Discussions with and training of, parent(s) regarding future placements and other matters related to the child's transition;
 - Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting; and
 - Notification information to the school district for the purpose of child find;
 - With parental consent, the transmission of information about the child to the school district to ensure continuity of services, including a copy of the most recent evaluation and assessments of the child and family and a copy of the most recent IFSP that has been developed and implemented; and
 - Identification of transition services and other activities that the IFSP team determines are necessary to support the transition of the child.
3. Timelines and requirements for IFSPs
- a. Timelines for IFSPs developed for children ages birth through two years include:
 - A meeting to develop the initial IFSP for a child who has been evaluated for the first time and determined eligible must be conducted within 45 days from referral;
 - A review of the IFSP for a child and the child's family must be conducted every six months from the date of the initial or annual evaluation of the IFSP or more frequently if conditions warrant, or if the family requests such a review; the review may be carried out at a meeting or by another means that is acceptable to the parent(s) and other participants.
 - b. The purpose of the periodic review is to determine:

- The degree to which progress toward achieving the results or the outcomes identified on the IFSP is being made; and
 - Whether modifications or revision of the results or outcomes or services are necessary; and

Whether additional needs have been identified based on ongoing assessment or observation.
 - c. A face-to-face meeting is conducted on at least an annual basis re-determine eligibility and review the IFSP and, to revise, change, or modify its provisions. The results of any current evaluations, and other information available from the ongoing assessments of the child and family, are used to determine continuing eligibility and what early intervention services are needed and will be provided.
 - d. IFSP meetings are held in accordance with the following:
 - Conducted in settings and at times that are convenient to families; and
 - Conducted in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so.
 - e. Meeting arrangements are made with and written notice provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend.
 - f. The contents of the IFSP are fully explained to the parent(s) and informed written consent from the parent(s) is obtained prior to the provisions of early intervention services described in the plan. If the parent(s) do not provide consent with respect to a particular early intervention service, that service may not be provided. The early intervention services to which parental consent is obtained must be provided. Each early intervention service must be provided as soon as possible after the parent provides consent for that service.
4. Participants in IFSP meetings (ages birth through two years)

Participants in the development of IFSPs (both initial and annual) for children with disabilities ages birth through two years must include:

- a. The parent or parent(s) of the child;
 - b. Other family members as requested by the parent(s), if feasible to do so;
 - c. An advocate or person outside of the family, if the parent(s) request that the person participate;
 - d. The service coordinator who has been working with the family since the initial referral of the child for evaluation, or the person designated responsible for implementation of the IFSP;
 - e. For initial IFSP meetings, individuals who are directly involved in conducting the evaluation and assessment;
 - f. The individual who will be providing early intervention services to the child or family, as appropriate.
5. If any of these participants is unable to attend a meeting, arrangements must be made for the individual's involvement through other means, including:
- a. Participating in a telephone or video conference call;
 - b. Having a knowledgeable authorized representative attend the meeting; or
 - c. Making pertinent records available at the meeting.
6. Each periodic review provides for the participation of the individuals listed above. If conditions warrant, provisions must be made for the participation of other representatives.
7. Provision of services before evaluation and assessments are completed

Early intervention services for a child with disabilities ages birth through two years and the child's family may commence before the completion of the evaluation and assessments if the following conditions are met:

- a. Parental consent is obtained;

- b. An interim IFSP is developed that includes the name of the service coordinator who will be responsible for the implementation of the interim IFSP and coordination with other agencies and individuals and the services that have been determined to be needed immediately by the child and the family; and
 - c. Signatures of those who developed the IFSP; and
 - d. The evaluation and assessments are completed and an initial IFSP developed within 45 days from the referral date.
8. For children ages birth through two years, the school district is only financially responsible for the early intervention services specified and agreed to through the IFSP process.

Students with Disabilities Ages Three through Five

Statutory and Regulatory Citations

34 CFR §§303.323 and 300.340
 Sections 1003.21, 1003.03, and 1003.57, F.S.
 Rules 6A-6.03028, 6A-6.03029 and 6A-6.0331, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of a family related to enhancing their child's development and the resources to provide early intervention services to children with disabilities ages birth through two years or special education and related services to children with disabilities ages three through five years. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others shall be used to prepare the document.

Procedures

1. Content of an IFSP

The IFSP is in writing and includes:

- a. A statement of the child's present levels of physical development (including vision, hearing, and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment.
- b. With concurrence of the family, a statement of the family's resources, priorities, and concerns related to enhancing the development of the child as identified through the assessment of the family;
- c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including an educational component that promotes school readiness and incorporates pre-literacy, language, and numeracy skills, as developmentally appropriate for the child, and the goals, criteria, procedures, and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;
- d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable, or, necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;
- e. The projected dates for initiation of services;
- f. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the plan and coordination with other agencies and persons. In meeting this requirement, the school district may assign the same service coordinator who was appointed at the time that the child was initially referred for evaluation to be responsible for implementing a child's and family's IFSP or may appoint a new service coordinator;
- g. Family demographic and contact information;
- h. A statement of eligibility, including recommendations for children not found eligible;

- i. A description of everyday routines, activities, and places in which the child lives, learns, and plays and individuals with whom the child interacts;
 - j. Identification of the most appropriate IFSP team member to serve as the primary service provider; and
 - k. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation and the individual responsible for implementing the IFSP.
 - l. The frequency, intensity, and method of delivery of the early intervention services;
 - m. The location and length of the services;
 - n. The payment arrangements, if any;
 - o. Anticipated duration of the services;
 - p. Other services to the extent appropriate; and
 - The steps to be taken to support the transition of the child when exiting the Early Steps program to preschool services for children with disabilities ages three through five years, or other services that may be available. The steps required for transition shall include:
 - Discussions with, and training of, parent(s) regarding future placements and other matters related to the child's transition;
 - Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting;
 - With parental consent, the sharing of information about the child to the school district to ensure continuity of services, including evaluation and assessment information and copies of IFSPs that have been developed and implemented; and
 - Identification of transition services and other activities that the IFSP team determines are necessary to support the child.
2. Requirements for IFSPs for children ages three through five are in accordance with the requirements in 6A-6.03028, F.A.C.
- By the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities, an IEP consistent with rule 6A-6.03028(3)(e), F.A.C., or an IFSP consistent with Rule 6A-6.03029, F.A.C., must be developed and implemented.
 - For the purpose of implementing the requirements of rule 6A-6.03029, F.A.C., each school district will participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.
 - If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.
3. Participants in IFSP meetings for children with disabilities (ages three through five years) include:
- a. The parent(s);
 - b. Not less than one regular education teacher, if the child is or may be participating in the regular education environment;
 - c. Not less than one special education teacher;
 - d. A representative of the local district who is qualified to provide or supervise the provision of specially designed instruction for children with disabilities and is knowledgeable about the general curriculum and the availability of resources of the local district;
 - e. An individual who can interpret the instructional implications of the evaluation results. This individual may be a member of the committee as described in b) through d) above;

- f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel; (**Note:** The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IFSP meeting); and
 - g. Whenever appropriate, the child.
4. For children ages three through five years, the school district is only financially responsible for the provision of special education and related services necessary for the child to benefit from special education.

Part III.
Policies and Procedures for Students

Part III. Policies and Procedures for Students

Section A: Exceptional Student Education Eligibility for Students who are Gifted

This section is not applicable for the district.

Statutory and Regulatory Citations

Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03019 and 6A-6.030191, F.A.C.

Definition

A student who is gifted is one who has superior intellectual development and is capable of high performance.

Eligibility Criteria

A student is eligible for special instructional programs for the gifted from kindergarten through Grade 12 if the student meets the criteria under 1. or 2. below:

1. The student demonstrates:
 - a. The need for a special program
 - b. A majority of characteristics of gifted students according to a standard scale or checklist
 - c. Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence
2. The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C. as students with limited English proficiency or students from low socio-economic status families.

Additional Information Required

One of the following **must** be selected:

- The school district **has** a plan for increasing the participation of underrepresented groups in programs for gifted students. The plan is provided in **Appendix C** of this document.
- The school district **does not** have a plan for increasing the participation of underrepresented groups in programs for gifted students.

Student Evaluation

1. The minimum evaluations for determining eligibility address the following:
 - a. Need for a special instructional program
 - b. Characteristics of the gifted
 - c. Intellectual development
 - d. May include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted
2. Evaluations and qualified evaluators for students who are gifted are listed in Part I of this document.

Temporary Break in Service

The team developing the Educational Plan (EP) may determine that a student's needs may currently be appropriately met through other academic options. The parent or student may indicate that they do not desire service for a period of

time. Should the decision be made to waive the services offered on the current educational plan, the student may resume service at any time.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

- a. Each student identified as being eligible for gifted services is entitled to receive a free appropriate public education which will enable the student to progress in the general curriculum to the maximum extent appropriate.
- b. Specially designed instruction, appropriate related services, and programs for students who are gifted shall provide significant adaptations in one or more of the following: curriculum, methodology, materials, equipment, or environment designed to meet the individual and unique needs and goals of each student who is gifted.
- c. A range of service delivery options is available to meet the student's special needs. Teachers are trained to provide the unique services identified for each student and are provided with administrative support to ensure reasonable class size, adequate funds for materials and inservice training.

2. Curriculum

- a. Curriculum options include an effective and differentiated curriculum designed for the abilities of the student who is gifted to ensure that each individual student progresses in the curriculum.
- b. The curriculum may include, but is not limited to, opportunities for problem solving, problem-based learning, application of knowledge and skills, and other effective instructional strategies.
- c. The teachers of the students who are gifted are trained to provide a curriculum based on the educational characteristics and needs of the learner who is gifted.
- d. Curriculum for each student will be determined by the EP and will focus on the performance levels for the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for students who are gifted.
- e. The curriculum for the student who is gifted will assume access to the general curriculum (State standards) with emphasis on what the EP team determines will offer opportunities for growth for the learner who is gifted based on the student's strengths and present level of performance.

3. Instructional support

- a. Students identified as eligible for gifted services receive instructional support through the specially designed instruction and related services as determined through the development of the EP.
- b. Teachers of the students who are gifted provide instruction and support to further develop the student's demonstrated ability.
- c. Teachers are provided with administrative support to develop an individualized program to meet the goals for each student as determined by the EP.
- d. Students who are gifted may indicate a need for special counseling and guidance in understanding their special characteristics.
- e. Support services are provided in coordination with local school district student services and community agencies, the Florida Diagnostic and Learning Resources System associate centers, special projects funded by the Bureau of Exceptional Education and Student Services, and other agencies of state and local government.
- f. No student may be given special instruction for students who are gifted until after he or she has been properly evaluated and found eligible for gifted services.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who are gifted. One of the following must be selected:

- The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

Part III. Policies and Procedures for Students

Section B: Educational Plans for Students who are Gifted

Statutory and Regulatory Citation

Sections 1001.02, 1003.01, and 1003.57, F.S.
Rule 6A-6.030191, F.A.C.

Procedures

1. The district is responsible for developing Educational Plans (EPs) for students who are identified solely as gifted.

Note: Individual Educational Plans (IEPs) rather than EPs are developed for those students who are gifted and are also identified as having a disability.

a. The EP includes:

- A statement of the student's present levels of educational performance that may include, but is not limited to, the student's strengths and interests, the student's needs beyond the general curriculum, results of the student's performance on state and district assessments, and evaluation results
- A statement of goals, including benchmarks or short-term objectives
- A statement of the specially designed instruction to be provided to the student
- A statement of how the student's progress toward the goals will be measured and reported to the parents
- The projected dates for the beginning of services and the anticipated frequency, location, and duration of these services

b. The EP team considers the following during development, review, and revision of the EP:

- The strengths of the student and the needs resulting from the student's giftedness
- The results of recent evaluations, including class work and state or district assessments
- In the case of a student with limited English proficiency, the language needs of the student as they relate to the EP

c. Timelines for development of the EP include the following:

- An EP is in effect at the beginning of each school year for each student identified as gifted who is continuing in a special program.
- An EP is developed within 30 calendar days following the determination of eligibility for specially designed instruction in the gifted program and is in effect prior to the provision of these services.
- Meetings are held to develop and revise the EP at least once every three years for students in Grades K–8 and at least every four years for students in Grades 9–12.
- EPs may be reviewed more frequently, as needed, such as when a student transitions from elementary to middle school or from middle to high school.

d. EP participants include:

- The parents, whose role includes providing information on the student's strengths, expressing concerns for enhancing the education of their child, participating in discussions about the child's need for specially designed instruction, participating in deciding how the child will be involved and

participate in the general curriculum, and participating in the determination of what services the district will provide to the child and in what setting

- At least one teacher of the gifted program
- One regular education teacher of the student who, to the extent appropriate, is involved in the development of the student's EP; involvement may include the provision of written documentation of a student's strengths and needs for review and revision of the subsequent EPs
- A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction for students who are gifted and is knowledgeable about the general curriculum and the availability of resources of the school district; at the discretion of the district, one of the student's teachers may be designated to serve as the representative of the district
- An individual who can interpret the instructional implications of the evaluation results; this individual may be a teacher of the gifted, a regular education teacher, or a representative of the school district as described above
- At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel (**Note:** The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the EP meeting)
- Whenever appropriate, the student

2. Parent participation in EP meetings

The district takes the following steps to ensure that one or both of the parents of a student identified as gifted is present or provided the opportunity to participate at EP meetings:

- a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend
- b. Scheduling the meeting at a mutually agreed on time and place
 - i. A written notice to the parent indicates the purpose, time, location of the meeting, and who, by title or position, will be in attendance. It also includes a statement informing the parents that they have the right to invite an individual with special knowledge or expertise about their child. If neither parent can attend, the district uses other methods to ensure parent participation, including individual or conference telephone calls.
 - ii. A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parents. In this case, the district maintains a record of its attempts to arrange a mutually agreed on time and place. These records include such items as:
 - Detailed records of telephone calls made or attempted and the results of those calls
 - Copies of correspondence sent to the parents and any responses received
 - Detailed records of visits made to the parent's home or place of employment and the results of those visits
 - iii. The district takes whatever action is necessary to ensure that the parent understands the proceedings at the meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English. A copy of the EP shall be provided to the parent at no cost.

3. Implementation of the EP

- a. An EP is in effect before specially designed instruction is provided to an eligible student and is implemented as soon as possible following the EP meeting.
- b. The EP is accessible to each of the student's teachers who are responsible for the implementation, and each teacher of the student is informed of specific responsibilities related to the implementation of the EP.

Part IV.

**Policies and Procedures for Parentally-Placed Private School Students
with Disabilities**

Part IV. Policies and Procedures for Parentally-Placed Private School Students with Disabilities

Section A: Provision of Equitable Services to Parentally-Placed Private School Students with Disabilities

Statutory and Regulatory Citations

34 CFR §§300.130–300.144
Rule 6A-6.030281, F.A.C.

Definition

Parentally-placed private school students with disabilities means students with disabilities enrolled by their parents in private, including religious, **non-profit** schools or facilities that meet the definition of elementary school or secondary school under rules 6A-6.03011 through 6A-6.0361, F.A.C., and does not include students with disabilities who are or have been placed in or referred to a private school or facility by the school district as a means of providing special education and related services. This definition does not include students with disabilities enrolled by their parents in **for-profit** private schools.

Procedures

1. Policies and procedures for parentally-placed private school students with disabilities

The school district will maintain policies and procedures to ensure the provision of equitable services to students with disabilities who have been placed in private schools by their parents.

2. Child find for parentally-placed private school students with disabilities

The school district will locate, identify, and evaluate all students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction. The child find process will be designed to ensure the equitable participation of parentally-placed private school students and an accurate count of those students.

- a. Activities

In carrying out the requirements of this section, the school district will undertake activities similar to the activities undertaken for the school district's public school students.

- b. Cost

The cost of carrying out the child find requirements, including individual evaluations, may not be considered in determining if the school district has met its obligation.

- c. Completion period

The child find process will be completed in a time period comparable to that for other students attending public schools in the school district.

- d. Out-of-state students

The school district in which private, including religious, elementary and secondary schools are located will, in carrying out the child find requirements, include parentally-placed private school students who reside in a state other than Florida.

3. Confidentiality of personally identifiable information

If a student is enrolled, or is going to enroll, in a private school that is not located in the school district of the parent's residence, parental consent will be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

4. Provision of services for parentally-placed private school students with disabilities – basic requirement

To the extent consistent with the number and location of students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, provision is made for the participation of those students in the program assisted or carried out under Part B of IDEA by providing them with special education and related services, including direct services determined in accordance with 12. and 13. below, unless the U.S. Secretary of Education has arranged for services to those students under the by-pass provisions in 34 CFR §§ 300.190 through 300.198.

a. Services plan for parentally-placed private school students with disabilities

A services plan will be developed and implemented for each private school student with a disability who has been designated by the school district in which the private school is located to receive special education and related services.

b. Record keeping

The school district will maintain in its records, and provide to the Florida Department of Education (FDOE), the following information related to parentally-placed private school students covered:

- The number of students evaluated
- The number of students determined to be students with disabilities
- The number of students served

5. Expenditures

To meet the requirements, the school district will spend the following on providing special education and related services (including direct services) to parentally-placed private school students with disabilities:

- a. For children and students aged three through 21, an amount that is the same proportion of the school district's total subgrant under Section 611(f) of IDEA as the number of private school students with disabilities aged three through 21 who are enrolled by their parents in private, including religious, elementary, and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through twenty-one (21).
- b. For children aged three through five years, an amount that is the same proportion of the school district's total subgrant under Section 619(a) of IDEA as the number of parentally-placed private school students with disabilities aged three through five who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through five.
- c. Children aged three through five years are considered to be parentally-placed private school students with disabilities enrolled by their parents in private, including religious, elementary schools, if they are enrolled in a private school that meets the definition of elementary school under Florida law.
- d. If the school district has not expended for equitable services all of the funds described in paragraphs a) and b) above by the end of the fiscal year for which Congress appropriated the funds, the school district will obligate the remaining funds for special education and related services (including direct services) to parentally-placed private school students with disabilities during a carry-over period of one additional year.

6. Calculating proportionate amount

In calculating the proportionate amount of federal funds to be provided for parentally-placed private school students with disabilities, the school district, after timely and meaningful consultation with representatives of private schools, will conduct a thorough and complete child find process to determine the number of parentally-placed students with disabilities attending private schools located in the school district. (See Appendix B to IDEA regulations for an example of how proportionate share is calculated)

7. Annual count of the number of parentally-placed private school students with disabilities

The school district will, after timely and meaningful consultation with representatives of parentally-placed private school students with disabilities, determine the number of parentally-placed private school students with

disabilities attending private schools located in the school district and ensure that the count is conducted on any date between October 1 and December 1, inclusive, of each year. The count will be used to determine the amount that the school district will spend on providing special education and related services to parentally-placed private school students with disabilities in the next fiscal year.

8. Supplement, not supplant

State and local funds may supplement and in no case supplant the proportionate amount of federal funds required to be expended for parentally-placed private school students with disabilities.

9. Consultation with private school representatives

To ensure timely and meaningful consultation, the school district will consult with private school representatives and representatives of parents of parentally-placed private school students with disabilities during the design and development of special education and related services for the students regarding the following:

- a. The child find process, including how parentally-placed private school students suspected of having a disability can participate equitably and how parents, teachers, and private school officials will be informed of the process
- b. The determination of the proportionate share of federal funds available to serve parentally-placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated
- c. The consultation process among the school district, private school officials, and representatives of parents of parentally-placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed students with disabilities identified through the child find process can meaningfully participate in special education and related services
- d. Provision of special education and related services; how, where, and by whom special education and related services will be provided for parentally-placed private school students with disabilities, including a discussion of:
 - The types of services, including direct services and alternate service delivery mechanisms
 - How special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school students
 - How and when those decisions will be made
- e. How, if the school district disagrees with the views of private school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district will provide to such private school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract

10. Written affirmation

When timely and meaningful consultation has occurred, the school district will obtain a written affirmation signed by the representatives of participating private schools. If the representatives do not provide the affirmation within a reasonable period of time, the school district will forward the documentation of the consultation process to FDOE.

11. Compliance

A private school official has the right to submit a complaint to the FDOE that the school district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. If the private school official wishes to submit a complaint, the official will provide to FDOE the basis of the noncompliance by the school district with the applicable private school provisions, and the school district will forward the appropriate documentation to FDOE. If the private school official is dissatisfied with the decision of FDOE, the official may submit a complaint to the U.S. Secretary of Education by providing the information on noncompliance, and FDOE will forward the appropriate documentation to the U.S. Secretary of Education.

12. Equitable services determined

- a. No parentally-placed private school student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school.
 - b. Decisions about the services that will be provided to parentally-placed private school students with disabilities will be made in accordance with the information in this section.
 - c. The school district will make the final decisions with respect to the services to be provided to eligible parentally-placed private school students with disabilities.
13. Services plan for each student served
- a. If a student with a disability is enrolled in a religious or other private school by the student's parents and will receive special education or related services from the school district, the school district will initiate and conduct meetings to develop, review, and revise a services plan for the student and ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the school district will use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.
 - b. Each parentally-placed private school student with a disability who has been designated by the school district to receive services will have a services plan that describes the specific direct special education services that the school district will provide to the student in light of the services that the school district has determined it will make available to parentally-placed private school students with disabilities.
 - c. The services plan will be developed, reviewed, and revised consistent with the requirements for IEP development, review, and revision.
14. Equitable services provided
- a. The provision of equitable services will be by employees of the school district or through contract by the school district with an individual, association, agency, organization, or other entity.
 - b. The services provided to parentally-placed private school students with disabilities will be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who are providing equitable services to parentally-placed private school students with disabilities do not have to meet the highly qualified special education teacher requirements under Florida law.
 - c. Parentally-placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.
 - d. Special education and related services provided to parentally-placed private school students with disabilities, including materials and equipment, will be secular, neutral, and non-ideological.
15. Location of services and transportation
- a. Equitable services to parentally-placed private school students with disabilities may be, but are not required to be, provided on the premises of private, including religious, schools.
 - b. If necessary for the student to benefit from or participate in the services, a parentally-placed private school student with a disability will be provided transportation from the student's school or the student's home to a site other than the private school and from the service site to the private school, or to the student's home, depending on the timing of the services.
 - c. The school district is not required to provide transportation from the student's home to the private school.
 - d. The cost of any transportation provided under this section may be included in calculating whether the school district has expended its proportionate share.
16. Due process hearings and procedural safeguards
- a. Except as provided herein, the procedures related to procedural safeguards, mediation, and due process hearings do not apply to complaints that the school district has failed to meet the requirements in this section, including the provision of services indicated on the student's services plan. However, such procedures do apply to complaints that the school district has failed to meet the requirements related to

child find, including the requirements related to conducting appropriate evaluations of students with disabilities.

- b. Any request for a due process hearing regarding the child find requirements will be filed with the school district in which the private school is located and a copy will be forwarded to FDOE.

17. State complaints

- a. Any complaint that the school district has failed to meet the requirements related to the provision of equitable services, services plans, expenditures, consultation with private school representatives, personnel, or equipment and supplies will be filed in accordance with the state complaint procedures described in rules 6A-6.03011 through 6A-6.0361, F.A.C.
- b. A complaint filed by a private school official under this section will be filed with FDOE in accordance with its state complaint procedures as prescribed in Rule 6A-6.03311, F.A.C.

18. Requirement that funds not benefit a private school

- a. The school district will not use funds provided under IDEA to finance the existing level of instruction in a private school or to otherwise benefit the private school.
- b. The school district will use funds provided under Part B of IDEA to meet the special education and related services needs of parentally-placed private school students with disabilities, but not for the needs of a private school or the general needs of the students enrolled in the private school.

19. Use of personnel

- a. The school district may use funds available under IDEA to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally-placed private school students with disabilities if those services are not normally provided by the private school.
- b. The school district may use funds available under IDEA to pay for the services of an employee of a private school to provide equitable services if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.

20. Separate classes prohibited

The school district will not use funds available under IDEA for classes that are organized separately on the basis of school enrollment or religion of the students if the classes are at the same site and the classes include students enrolled in public schools and students enrolled in private schools.

21. Property, equipment, and supplies

- a. The school district will control and administer the funds used to provide special education and related services and hold title to and administer materials, equipment, and property purchased with those funds for the uses and purposes provided in this section.
- b. The school district may place equipment and supplies in a private school for the period of time needed for the provision of equitable services.
- c. The school district will ensure that the equipment and supplies placed in a private school are used only for IDEA purposes and can be removed from the private school without remodeling the private school facility.
- d. The school district will remove equipment and supplies from a private school if the equipment and supplies are no longer needed for IDEA purposes or removal is necessary to avoid unauthorized use of the equipment and supplies for other than IDEA purposes.
- e. No funds under IDEA will be used for repairs, minor remodeling, or construction of private school facilities.

Part IV. Policies and Procedures for Parentally-Placed Private School Students with Disabilities

Section B: John M. McKay Scholarships for Students with Disabilities Program

Statutory and Regulatory Citations

Sections 1002.01, 1002.39, 1002.43 1002.66 and 1003.21, F.S.

Definition

The John M. McKay Scholarships for Students with Disabilities Program provides the option for students with an IEP or an accommodation plan issued under Section 504 of the Rehabilitation Act (excluding a temporary accommodation plan which is valid six months or less) to attend a public school other than the one to which the student is assigned or to receive a scholarship to a participating private school of choice.

Eligibility Criteria

1. The parent of a student with a disability may request and receive from the state a McKay Scholarship for the student to enroll in and attend a private school if:
 - a. The student has received specialized instructional services under the Voluntary Prekindergarten Education Program during the previous school year and the student has a current IEP developed by the local school board in accordance with rules of the State Board of Education for the John M. McKay Scholarships for Students with Disabilities Program or a 504 accommodation plan has been issued
 - b. The student has spent the prior school year in attendance at a Florida public school or the Florida School for the Deaf and the Blind. Prior school year in attendance means that the student was enrolled and reported by one of the following:
 - A school district for funding during the preceding October and February Florida Education Finance Program (FEFP) surveys in kindergarten through Grade 12, which shall include time spent in a Department of Juvenile Justice (DJJ) commitment program if funded under the FEFP
 - The FSDB during the preceding October and February student membership surveys in kindergarten through Grade 12
 - A school district for funding during the preceding October and February FEFP surveys, was at least four years old when so enrolled and reported, and was eligible for services under s. 1003.21, F.S.
 - c. The parent has obtained acceptance for admission of the student to a private school that is eligible for the program and has requested a scholarship from the department at least 60 days prior to the date of the first scholarship payment. The request must be through a communication directly to the FDOE in a manner that creates a written or electronic record of the request and the date of receipt of the request. FDOE must notify the district of the parent's intent upon receipt of the parent's request.
2. A student is not eligible for a John M. McKay Scholarship while:
 - a. Enrolled in a school operating for the purpose of providing educational services to youth in DJJ commitment programs;
 - b. Receiving an educational scholarship in accordance with Chapter 1002, F.S.;
 - c. Participating in a home education program as defined in s. 1002.01, F.S.;

- d. Participating in a virtual school, correspondence school, or distance learning program that receives state funding pursuant to the student's participation, unless the participation is limited to no more than two courses per school year;
- e. Participating in a private tutoring program in accordance with s. 1002.43, F.S.;
- f. Enrolled in the FSDB; or
- g. Not having regular and direct contact with his or her private school teachers at the school's physical location.

Procedures

1. The amount of the scholarship is calculated based on the student's matrix of services document or the amount of the private school's tuition and fees, whichever is less.
2. For purposes of continuity of educational choice, a John M. McKay Scholarship shall remain in force until the student returns to a public school, graduates from high school, or reaches the age of 22, whichever occurs first.
3. A scholarship student who enrolls in a public school or public school program is considered to have returned to a public school for the purpose of determining the end of the scholarship's term. However, if a student enters a DJJ detention center for a period of no more than 21 days, the student is not considered to have returned to a public school for that purpose.
4. Upon reasonable notice to the FDOE and the school district, the student's parent may remove the student from the private school and place the student in a public school.
5. Upon reasonable notice to the FDOE, the student's parent may move the student from one participating private school to another participating private school.

School District Obligations

1. Notifying parents of students with disabilities about the scholarship program by April 1 of each year and within 10 days after an IEP team meeting or a 504 accommodation plan is issued
 2. Informing parents of the availability of the Information Hotline and School Choice website
 3. Offering parents an opportunity to enroll their student in another public school within their district
 4. Keeping all district contact information up-to-date with the FDOE, which can be done through the <http://www.floridaschoolchoice.org> website when logged in as a district administrator
 5. Submitting an annual Parental Notification Verification Form to the FDOE in the spring of each school year
 6. Notifying parents, within 10 days of filing intent, if a matrix has not been completed, and informing parents that the required matrix completion date is 30 days after a filed intent
 7. For a student with a disability who does not have a matrix of services, completing a matrix of services within 30 days of the parent's filed intent date that assigns the student to one of the three levels of service
- Note:** Changes in a matrix of services document may be made only for a technical, typographical, or calculation error.
8. Providing locations and times, if requested, for any McKay Scholarship student attending a private school within the district to take statewide assessment exams
 9. Providing reevaluation notifications to parents of scholarship students at least once every three years
 10. Confirming that scholarship students have not enrolled in public school by completing the District Enrollment Verification files quarterly prior to scholarship
 11. Reporting students who receive McKay Scholarship funding as **3518**, which designates them as McKay private school students on the full-time equivalent (FTE) survey
 12. Notifying the FDOE if a student enrolls in public school, is registered as a home education student, or is committed to a DJJ commitment program for more than 21 days

13. Providing transportation to the public school if the parent's choice is consistent with the district's school choice plan
14. Accepting a McKay student from an adjacent district if there is space available and there is a program with the services agreed to in the individual educational plan or 504 accommodation plan that is already in place

Part IV. Policies and Procedures for Parentally-Placed Private School Students with Disabilities

Section C: Florida Personal Learning Scholarship Accounts Program

Statutory and Regulatory Citation

Chapter 1005, Part III, F.S.
Sections 393.063, 393.069, 456.001, 1002.01, 1002.21, 1002.385, 1002.395, 1002.66 and 1005.02, F.S.

Definition

The Florida Personal Learning Scholarship Accounts Program provides the option for a parent to better meet the individual educational needs of an eligible child.

- The following are defined as they relate to the Florida Personal Learning Scholarship:
 - "Approved provider" means a provider who has been approved by the Agency for Persons with Disabilities, a health care practitioner pursuant to s. 456.001(4), F.S., or a provider approved by the department pursuant to s. 1002.66, F.S.
 - "Curriculum" means a complete course of study for a particular content area or grade-level, which includes any required supplemental materials.
 - "Department" means the FDOE.
 - "Disability" means, a three- or four- year old child or for a student in kindergarten to Grade 12, and any of the following:
 - Autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, published by the American Psychiatric Association, as defined in s. 393.069(3), F.S.;
 - Cerebral Palsy, as defined in 393.063 (4), F.S.;
 - Down Syndrome, as defined in s.393.063 (13), F.S.;
 - Intellectual Disability, as defined in s.393.063 (21), F.S.;
 - Prader-Willi syndrome, as defined in s. 393.063 (25), F.S.;
 - Spina bifida, as defined in s. 393.063 (36), F.S.;
 - For a student in kindergarten, being a high-risk child, as defined in 393.063 (20), F.S.; and muscular dystrophy; and Williams Syndrome.
 - "Eligible" to receive a Personal Learning Scholarship Accounts Program means that the student:
 - Is a resident of this state;
 - Is or will be three or four years on or before September 1 of the year in which the student applies for program participation, or is eligible to enroll in kindergarten through Grade 12 in a public school in the state;
 - Is the subject of an IEP written in accordance with rules of the State Board of Education or has received a diagnosis of a disability as defined below from a physician who is licensed under Chapter 458 or Chapter 459 or a psychologist who is licensed in this state.
 - Has a disability as defined above.
 - "Eligible nonprofit scholarship-funding organization" as defined in 1002.395, F.S.
 - "Eligible postsecondary institution" means any of the following:
 - Florida College System institution;
 - State university;
 - School district technical center;

- School district adult general education center; or
 - An accredited nonpublic postsecondary educational institution, as defined in s. 1005.02, F.S., that is licensed to operate in the state pursuant to requirements specified in Part III of Chapter 1005, F.S.
- "Eligible private school" means a private school, pursuant to s. 1002.01, F.S. that is located in Florida and offers an education to students in any grade from kindergarten to Grade 12.
 - "IEP" means an individual education plan.
 - "Parent" means a resident of this state who is a parent, as defined in s. 1002.21, F.S.
 - "Program" means the Florida Personal Learning Scholarship Accounts Program.

School District's Obligations and Parental Options

- Include the following:
 - Requirement for a district to complete an IEP and matrix of services upon parental request;
 - Provide for state assessments to students, upon parental request, and;
 - Notify parents concerning availability of reevaluation every three years

Part V.
Appendices

Part V. Appendices**Appendix A: General Policies and Procedures****1. Procedural Safeguards for Students with Disabilities**

One of the following **must** be selected:

- The Florida Department of Education's *Notice of Procedural Safeguards for Parents of Students with Disabilities*, as posted on the department's website.
- A different notice of procedural safeguards for parents of students with disabilities, included as an attachment.

Additional Attachment: N/A

2. Procedural Safeguards for Students Who Are Gifted

One of the following **must** be selected:

- The Florida Department of Education's *Procedural Safeguards for Exceptional Students Who Are Gifted*, as posted on the department's website.
- A different notice of procedural safeguards for parents of students who are gifted, included as an attachment.
- This requirement is not applicable for the district.

Additional Attachment: N/A

Part V. Appendices**Appendix B: Unique Philosophical, Curricular, or Instructional Considerations**

The school district has included as an attachment additional information related to evaluations; qualified evaluators; or philosophical, curricular, or instructional considerations for the exceptionalities identified below:

II.B.1 Autism Spectrum Disorder

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.2 Deaf or Hard-of-Hearing

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.3 Developmentally Delayed

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.4 Dual-Sensory Impaired

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.5 Emotional or Behavioral Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.6 Established Conditions

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.7 Homebound or Hospitalized

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.8 Intellectual Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.9 Orthopedic Impairment

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.10 Other Health Impairment

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.11 Traumatic Brain Injury

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.12 Specific Learning Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.13 Speech Impairments

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.14 Language Impairments

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.15 Visually Impaired

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.16 Related Services – Occupational Therapy

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.B.17 Related Services – Physical Therapy

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

II.C. Individual Educational Plans (IEPs)

- Development and Implementation

Additional Attachment: N/A

II.F. Prekindergarten Children with Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

III.A. Gifted

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Additional Attachment: N/A

Part V. Appendices

Appendix C: District Plan to Increase the Participation of Underrepresented Students in the Program for Students who are Gifted

This section is not applicable for the district.

1. Current Status

Provide the following data:

Total Student Population

Number of All Students 5500
 Number of Gifted Students 99
 Percent of Gifted Students 1.8%

Limited English Proficient (Limited English proficient students are those who are coded as "LY," "LN," "LP," or "LF")

Number of All Students 338
 Number of Gifted Students 9
 Percent of Gifted Students 2.6%
 Percentage of LEP Gifted Compared to Total Number of Gifted Students 9.09

*In order to calculate the "Percentage of LEP Gifted Compared to Total Number of Gifted Students", divide the number of LEP gifted students by the total number of gifted students in the district by and move the decimal point two numbers to the right.

Low Socio-Economic Status Family

Number of All Students 3080
 Number of Gifted Students 99
 Percent of Gifted Students 3.21%
 Percentage of low SES Gifted Compared to Total Number of Gifted Students 100%

*In order to calculate the "Percentage of SES Gifted Compared to Total Number of Gifted Students", divide the number of SES gifted students by the total number of gifted students in the district and move the decimal point two numbers to the right.

** Percentage of students who are gifted equals the number of students who are gifted within a category divided by the total number of students within that category

2. District Goal

In the text box below, provide the district's goal to increase the participation of students from under-represented groups in programs for students who are gifted, including the targeted category(ies).

The district's goal is to increase the participation of students from under-represented groups in programs for students who are gifted to 4.0% by the 2015 -2016 school year. In order to increase the participation of under-represented students in the district's gifted program, we will continue to analyze test data and train teachers to recognize gifted characteristics. We will also continue to monitor demographic information for appropriate representation and academic performance at least twice per school year. Implementing these strategies will

assist us in determining whether or not Gadsden's Plan B is making a difference in the identification of underrepresented LEP/ELL and/or SES populations in our district.

The district's plan addressing each of the following areas is included as an attachment: See Attachment: 1-20-309

3. Screening and Referral Procedures

- A description of the screening and referral procedures that will be used to increase the number of students referred for evaluation

4. Student Evaluation Procedures

- A description of the evaluation procedures and measurement instruments that will be used

5. Eligibility Criteria

- A description of the criteria, based on the student's demonstrated ability or potential in the specific areas of leadership, motivation, academic performance, and creativity, that will be applied to determine the student's eligibility; if a matrix is used when determining eligibility, a copy is included as an attachment

6. Instructional Program Modifications or Adaptations

- A description of the instructional program modifications or adaptations that will be implemented to ensure successful and continued participation of students from under-represented groups in the existing instructional program for students who are gifted

7. District Evaluation Plan

- A description of the district's plan used to evaluate its progress toward increasing participation by students from under-represented groups in the program for students who are gifted

Part V. Appendices

Appendix D: District Policies Regarding the Allowable Use or Prohibition of Physical Restraint and Seclusion

This section is not applicable for the district.

Select from the following:

The school district's policy regarding the allowable use or prohibition of physical restraint of students with disabilities is included as an attachment.

District documentation: N/A

The school district's policy regarding the allowable use or prohibition of seclusion of students with disabilities is included as an attachment.

District documentation: N/A

Part V. Appendices

Appendix E: Policies and Procedures Unique to Developmental Research (Laboratory) Schools

This section is not applicable for the district.

Section 1002.32, Florida Statutes (F.S.), establishes the category of public schools known as developmental research (laboratory) schools (lab schools). In accordance with s. 1002.32(3), F.S., "The mission of a lab school shall be the provision of a vehicle for the conduct of research, demonstration, and evaluation regarding management, teaching, and learning." Each lab school shall emphasize mathematics, science, computer science, and foreign languages. The primary goal of a lab school is to enhance instruction and research in such specialized subjects by using the resources available on a state university campus, while also providing an education in nonspecialized subjects. The exceptional education programs offered shall be determined by the research and evaluation goals and the availability of students for efficiently sized programs (s. 1002.32(3)(e), F.S.).

Describe the exceptional education services available within the lab school:

Part V. Appendices**Appendix F: Best Practices in Inclusive Education (BPIE) Assessment**

Section 1003.57(1)(f), Florida Statutes, establishes the following requirement for school districts, "Once every three years, each school district and school shall complete a Best Practices in Inclusive Education (BPIE) assessment with a Florida Inclusion Network facilitator and include the results of the BPIE assessment and all planned short-term and long-term improvement efforts in the school district's exceptional student education policies and procedures. BPIE is an internal assessment process designed to facilitate the analysis, implementation, and improvement of inclusive educational practices at the district and school team levels."

The district's completed **BPIE Indicator Rating Tally Sheet** is attached.

District's BPIE

See Attachment: 2-20-980

The district's completed **BPIE Services Plan** is attached.

District's BPIE

See Attachment: 2-20-983

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

Date of School Board Meeting: June 28, 2016



TITLE OF AGENDA ITEM: 90 Day Contract Extensions for various vendors throughout the District

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval of 90 day contract extensions with various vendors throughout the District (Empire Gas/Amerigas, Mark's Lawn Maintenance, Professional Pest Management, Inc. and Waste Pro of Florida, Inc.)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:51
GADSDEN SCHOOL BOARD
OFFICE ASSISTANT
SHEILA WILSON

Gadsden County School District
Department of Facilities
2016-2017 Fiscal Year (90 Day Contact Extensions)

| Vendor | Address | Notification | Response |
|------------------------------------|---|--------------------------------------|---------------------|
| Empire Gas/Amerigas | PO Box 654, Donaldsonville, GA 39854-0654 | 90 Day Contract Extension email sent | Awaiting Response |
| Mark's Lawn Maintenance | PO Box 180306, Tallahassee, FL 32318 | 90 Day Contract Extension email sent | Agreed to Extension |
| Professional Pest Management, Inc. | 4123 Neil Court, Tallahassee, FL 32303 | 90 Day Contract Extension email sent | Agreed to Extension |
| Waste Pro of Florida, Inc. | 264 Commerce Lane, Midway, FL 32343 | 90 Day Contract Extension email sent | Agreed to Extension |



Angela Roberts <robertsa@gcpsmail.com>

90 Day Contract Extension

Angela Roberts <robertsa@gcpsmail.com>

Tue, Jun 21, 2016 at 3:37 PM

To: llyod.atkinson@amerigas.com

Cc: William Hunter <hunterw@gcpsmail.com>, Barbara Smith <smithbarbara@gcpsmail.com>, Shirley Alday <aldays@gcpsmail.com>, LaClarence Mays <maysl@gcpsmail.com>, Pink Hightower <hightowerp@gcpsmail.com>

The School Board of Gadsden County hereby requests that the agreement made between both parties be extended up to ninety (90) days beyond the expiration date of the current contact period, July 1, 2015 through June 30, 2016. The proposed extension period will begin on July 1, 2016.

Please respond via email today by **5:00pm** using one of the following statements:

- *I agree to extend our services at the same price and schedule as the original agreement*

OR

- *I do not wish to extend this agreement past June 30, 2016*

Upon Board approval, notification will be made and a purchase order issued for said goods and/or services.

Thank You,

Angie Roberts

Secretary

Department of Facilities

Gadsden County School District

850-627-9888

850-875-8795 (fax)



Angela Roberts <robertsa@gcpsmail.com>

90 Day Contract Extension

Carol Langston <markslawninc@yahoo.com>

Tue, Jun 21, 2016 at 7:53 PM

Reply-To: Carol Langston <markslawninc@yahoo.com>

To: Angela Roberts <robertsa@gcpsmail.com>

Cc: William Hunter <hunterw@gcpsmail.com>, Barbara Smith <smithbarbara@gcpsmail.com>, Shirley Alday <aldays@gcpsmail.com>, LaClarence Mays <maysl@gcpsmail.com>, Pink Hightower <hightowerp@gcpsmail.com>

Angie,

I am sorry but we did not receive this email until after 5:00 today. We are interested in extending the contract for 90 days Please send information below:

I agree to extend our services at the same price and schedule as the original agreement.

Please confirm that this is okay or let me know if you need anything additional. Thanks!

Mark's Lawn Maintenance, Inc.
P.O. Box 180306
Tallahassee, FL 32318
(850) 421-1157 (Fax) 421-1423

From: Angela Roberts <robertsa@gcpsmail.com>

To: Carol Langston <markslawninc@yahoo.com>

Cc: William Hunter <hunterw@gcpsmail.com>; Barbara Smith <smithbarbara@gcpsmail.com>; Shirley Alday <aldays@gcpsmail.com>; LaClarence Mays <maysl@gcpsmail.com>; Pink Hightower <hightowerp@gcpsmail.com>

Sent: Tuesday, June 21, 2016 3:40 PM

Subject: 90 Day Contract Extension

[Quoted text hidden]



Angela Roberts <robertsa@gcpsmail.com>

Read: 90 Day Contract Extension

keithppm57@yahoo.com <keithppm57@yahoo.com>

Tue, Jun 21, 2016 at 5:05 PM

To: robertsa@gcpsmail.com

I agree to the contract extension for 90 days at the current price structure.
Keith Collinworth President Professional Pest Management Inc.

Sent from my Verizon 4G LTE Tablet

----- Original message -----

From: Angela Roberts

Date: Tue, Jun 21, 2016 4:21 PM

To: keithppm57@yahoo.com;

Cc: William Hunter; Barbara Smith; Shirley Alday; LaClarence Mays; Pink Hightower;

Subject: 90 Day Contract Extension

The School Board of Gadsden County hereby requests that the agreement (Bid #1213-09) be extended up to ninety (90) days beyond the expiration date of the current contact period, July 1, 2015 through June 30, 2016. The proposed extension period will begin on July 1, 2016.

Please respond via email today by **5:00pm** using one of the following statements:

- *I agree to extend our services at the same price and schedule as the original agreement*

OR

- *I do not wish to extend this agreement past June 30, 2016*

Upon Board approval, notification will be made and a purchase order issued for said goods and/or services.

Thank You,

Angie Roberts

Secretary

Department of Facilities

Gadsden County School District

850-627-9888

850-875-8795 (fax)



Angela Roberts <robertsa@gcpsmail.com>

90 Day Contract Extension

Joel Thornton <thornjo@yahoo.com>
Reply-To: Joel Thornton <thornjo@yahoo.com>
To: Angela Roberts <robertsa@gcpsmail.com>

Tue, Jun 21, 2016 at 4:08 PM

I agree to extend our services at the same price and schedule as the original agreement

Joel Thornton
Waste Pro
850-210-2255

On Tue, 6/21/16, Angela Roberts <robertsa@gcpsmail.com> wrote:

Subject: 90 Day Contract Extension
To: "Joel Thornton" <thornjo@yahoo.com>
Cc: "William Hunter" <hunterw@gcpsmail.com>, "Barbara Smith" <smithbarbara@gcpsmail.com>, "Shirley Alday" <aldays@gcpsmail.com>, "LaClarence Mays" <maysl@gcpsmail.com>, "Pink Hightower" <hightowerp@gcpsmail.com>
Date: Tuesday, June 21, 2016, 4:02 PM

The School Board of Gadsden County hereby requests that the agreement made between both parties be extended up to ninety (90) days beyond the expiration date of the current contact period, July 1, 2015 through June 30, 2016. The proposed extension period will begin on July 1, 2016.

Please respond via email today by 5:00pm using one of the following statements: I agree to extend our services at the same price and schedule as the original agreement
ORI do not wish to extend this agreement past June 30, 2016 Upon Board approval, notification will be made

[Quoted text hidden]

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue agreement of Full Service HVAC/Refrigeration Maintenance & Repair Contract for East Gadsden High School

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue the agreement of Bid #1415-03 Full Service HVAC/Refrigeration Maintenance & Repair with Brooks Air Systems, Inc. Contract will include all maintenance parts and labor.

FUND SOURCE: 110

AMOUNT: \$76,924.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:33
SCHOOL BOARD
OFFICE ASSISTANT
SUPERINTENDENT

Agreement Between
School Board of Gadsden County
And Brooks Air Systems

- 1.0 This Request for Proposal agreement #14-15-03 hereinafter referred to as "Agreement", is made this 1st day of July, 2014, by and between School Board of Gadsden County with its principle address at 35 Martin Luther King Jr., Blvd. Quincy, FL 32351, A political subdivision of the State of Florida, hereinafter referred to "Owner" and Brooks Air Systems with its principle address at 11196 St. Johns Industrial Parkway, S. Jacksonville, FL 32246-6675, a private for profit corporation, (Federal ID# 59-2424398) Hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and OWNER Board rule #7.71(9) "Full or Part-time employees of the Board shall not contract for additional service to the Board as consultants". Contractor attests no Owner employees are also employees of Contractor.

2.0 WITNESS:

Whereas "Owner" has fourteen (14) campuses in Gadsden County; and whereas "OWNER" issued a Request for Proposal # 14-15-03 School Board is soliciting a firm to provide ongoing Full Service HVAC/Refrigeration Maintenance and Repair at East Gadsden High School for the existing McQuay Chillers and Air Handlers with attached Danfoss Graham variable frequency drives (VFD) which has an Alerton Technologies Inc. control system and whereas "CONTRACTOR" submitted a written formal Request for Proposal #14-15-03 on May 14, 2014 and whereas "OWNER" evaluation committee has reviewed submissions(s) received and recommends for this agreement "CONTRACTOR" as a top ranked proposer and now therefore, for and in consideration of the mutual covenants, agreements, and condition herein, and in "OWNERS" Request for Proposal# 14-15-03 and "CONTRACTORS" proposal which is attached and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.0 TERM:

Term/Termination:

- This agreement is for an initial term commencing on July 1, 2014 and will expire at the end of the day on June 30, 2015.
- The Owner shall have the option to be extended for one (1) additional term of one (1) year up to a total of three years. Extension of this agreement is subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement beyond any fiscal year end (i.e. June 30th) is subject to State of Florida continued adequate appropriation to "OWNER", by the State of Florida Legislature, and School Board approval of extension. In the event that the agreement(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new agreement for the identified service; the School Board may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the agreement, and with the written consent of the Contractor(s),

8.0 TIME FRAME/RESPONSE TIME: 4 hours or sooner.

As defined in "OWNER" RFP # 14-15-03 and "CONTRACTORS" proposal #14-15-03 the following not to exceed schedule:

"CONTRACTORS" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules; manage increased workloads; and stay on schedule for multiple task order contacts.

9.0 COST/RATES (as defined below)

The costs shall remain fixed and unchanged for the initial period ending June 30, 2015 and for the optional (1) one year renewal July 1, 2015 – June 30, 2016.

MATERIAL SUPPLIES AND EQUIPMENT – OWNERS SALES TAX EXEMPTION:

Contractor shall include in solicitations of subcontractor bids in accordance with RFP# 14-15-03 Attachment F herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the School Board that it purchase raw materials/equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and complete manual Requisition for tax saving direct purchases (refer to RFP #14-15-03 to Exhibit "B" of Attachment F). The School Board would in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

- a. In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales tax. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$3,000.00 per Purchase Order. The parties agree to use their best efforts to identify these items prior to signing of a particular delivery order.
- b. If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
 - Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Attachment F of RFP 14-15-03
- c. In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.
- d. If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
 - Contractor may designate an item as suitable for tax exempt purchase.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue agreement of Full Service HVAC/Refrigeration Maintenance & Repair Contract for West Gadsden High School

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to agreement of Bid #1415-02 Full Service HVAC/Refrigeration Maintenance & Repair with Brooks Air Systems, Inc. Contract will include all maintenance parts and labor.

FUND SOURCE: 110

AMOUNT: \$59,756.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:33
GADSDEN SCHOOLS BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

Agreement Between
School Board of Gadsden County
And Brooks Air Systems

- 1.0 This Request for Proposal agreement #14-15-02 hereinafter referred to as "Agreement", is made this 1st day of July, 2014, by and between School Board of Gadsden County with its principle address at 35 Martin Luther King Jr., Blvd. Quincy, FL 32351, A political subdivision of the State of Florida, hereinafter referred to "Owner" and Brooks Air Systems with its principle address at 11196 St. Johns Industrial Parkway, S. Jacksonville, FL 32246-6675, a private for profit corporation, (Federal ID# 59-2424398) Hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and OWNER Board rule #7.71(9) "Full or Part-time employees of the Board shall not contract for additional service to the Board as consultants". Contractor attests no Owner employees are also employees of Contractor.

2.0 **WITNESS:**

Whereas "Owner" has fourteen (14) campuses in Gadsden County; and whereas "OWNER" issued a Request for Proposal # 14-15-02 School Board is soliciting a firm to provide ongoing Full Service HVAC/Refrigeration Maintenance and Repair at West Gadsden High School for the existing McQuay Chillers and Air Handlers with attached Danfoss Graham variable frequency drives (VFD) which has an Alerton Technologies Inc. control system and whereas "CONTRACTOR" submitted a written formal Request for Proposal #14-15-02 on May 14, 2014 and whereas "OWNER" evaluation committee has reviewed submissions(s) received and recommends for this agreement "CONTRACTOR" as a top ranked proposer and now therefore, for and in consideration of the mutual covenants, agreements, and condition herein, and in "OWNERS" Request for Proposal# 14-15-02 and "CONTRACTORS" proposal which is attached and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.0 **TERM:**

Term/Termination:

- This agreement is for an initial term commencing on July 1, 2014 and will expire at the end of the day on June 30, 2015.
- **The Owner shall have the option to be extended for one (1) additional term of one (1) year up to a total of three years.** Extension of this agreement is subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement beyond any fiscal year end (i.e. June 30th) is subject to State of Florida continued adequate appropriation to "OWNER", by the State of Florida Legislature, and School Board approval of extension. In the event that the agreement(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new agreement for the identified service; the School Board may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the agreement, and with the written consent of the Contractor(s),

8.0 TIME FRAME/RESPONSE TIME: 4 hours or sooner.

As defined in "OWNER" RFP # 14-15-03 and "CONTRACTORS" proposal #14-15-02 the following not to exceed schedule:

"CONTRACTORS" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules; manage increased workloads; and stay on schedule for multiple task order contacts.

9.0 COST/RATES (as defined below)

The costs shall remain fixed and unchanged for the initial period ending June 30, 2015 and for the optional (1) one year renewal July 1, 2015 – June 30, 2016.

MATERIAL SUPPLIES AND EQUIPMENT – OWNERS SALES TAX EXEMPTION:

Contractor shall include in solicitations of subcontractor bids in accordance with RFP# 14-15-02 Attachment F herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the School Board that it purchase raw materials/equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and complete manual Requisition for tax saving direct purchases (refer to RFP #14-15-03 to Exhibit "B" of Attachment F). The School Board would in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

- a. In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales tax. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$3,000.00 per Purchase Order. The parties agree to use their best efforts to identify these items prior to signing of a particular delivery order.
- b. If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
 - Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Attachment F of RFP 14-15-02
- c. In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.
- d. If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
 - Contractor may designate an item as suitable for tax exempt purchase.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

Date of School Board Meeting: June 28, 2016



TITLE OF AGENDA ITEM: Continue agreement with Sonitrol/Redwire - District Wide

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue services with Sonitrol/Redwire for the 2016-2017 Fiscal Year. Current contracts were modified to better address Board concerns. (Previously reviewed by School Board Attorney)

FUND SOURCE: 379

AMOUNT: \$50,916.84/Sonitrol
\$6,303.96/Redwire

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:46
GADSDEN COUNTY BOARD
OF EDUCATION ASSISTANT
SUPERINTENDENT



THIS AGREEMENT is made, 7/1/2016 by and between the Sontrol Independent Franchised Dealer and the client listed below:

CLIENT: Gadsden County School Board
ADDRESS: 35 Martin Luther King, Jr Blvd
Quincy, FL 32351

BILL TO: 35 Martin Luther King, Jr Blvd
Quincy, FL 32351

PHONE: 850-6274-9888

EMAIL: hunterw@gcpemail.com

THIS AGREEMENT COVERS:

YES Burglary System NO Access Control System
NO CCTV System YES Fire Alarm System NO Other

SERVICES TO BE PROVIDED:
See attached Schedule of Services ("Schedule")

1. SALE, INSTALLATION AND SERVICES

All equipment is the personal property of: CLIENT

CLIENT OWNED, DEALER will sell and install, provide warranty and after-warranty repair service, and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "Sold System" and as described on the Dealer's proposal dated 7/1/2016 which to the extent of the equipment detailed only becomes part of this Agreement (the "Proposal").

DEALER OWNED, DEALER will install, provide repair service and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "DEALER System") and as described on the Proposal dated 7/1/2016.

CLIENT will, at CLIENT's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System. Dealer will invoice CLIENT for cost of any installation fees plus a processing fee of \$25 per permit following the completion of installation. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a DEALER System are described on the Schedule.

2. PAYMENT TERMS

2.1 SALES/INSTALLATION PRICE The price of a Sold System, or the installation fee for a DEALER System is:
INSTALLATION OR INSPECTION: \$0.00 TAX \$0.00 TOTAL \$0.00 of which,
\$0.00 is payable upon execution of this Agreement and the balance upon substantial completion of the

System installation. DEALER may elect not to start to monitor the System(s) or provide other services until the sales/installation price is paid. DEALER will retain title to the Sold System until the complete sales/installation price is paid. If CLIENT fails to make any payment when due DEALER may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which DEALER is entitled, including the value of the work performed and loss of profits. In addition DEALER may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by law. For a Sold System, DEALER may file a mechanic's lien if CLIENT fails to pay the entire sales price.

2.2 SERVICES FEE For monitoring and other services selected above, the monthly payment is: \$4,243.07
(TO INCLUDE: MONITORING: \$3,394.44 MAINTENANCE: \$848.61 INSPECTIONS: \$0.00 TAX: \$0.00)
payable Monthly in advance. The first payment for the first billing cycle of service is due upon execution of this Agreement.

2.3 DEALER may at any time following the expiration of twelve (12) months of this Agreement, increase the monthly charge specified in 2.2, once in any twelve (12) month period. If DEALER increases the basic monthly charge in any year by an amount greater than ten (10) percent, CLIENT may terminate the Agreement upon written notice to DEALER within fifteen (15) days of notification of such increase.

3. TERM For services, the initial term of this Agreement is one (1) year commencing on the day service begins (the "Initial Term") and will automatically renew for successive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless cancelled by either party in writing at least thirty (30) days before the end of the Initial Term or any renewal term. ONE YEAR WITH OPTION FOR ANNUAL RENEWALS Be submitted for RENEWAL SUBJECT TO GCSB BOARD APPROVAL.

4. LIMITED DAMAGES AND DEALER'S LIMITS OF LIABILITY
It is understood and agreed by the parties hereto that DEALER is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the System and service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises; that DEALER makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the System or service supplied will avert or prevent occurrences or the consequences therefrom which the System or service is intended to detect or avert, except for the provisions of the Sontrol Security System Limited Performance Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

Client Initials WJA
1 of 4

- 4.2. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF DEALER TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS. THEREFORE IF ARTICLE 4.1 IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$1,500, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, DEALER'S LIABILITY SHALL BE LIMITED TO \$500.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE DEALER'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST DEALER MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CLIENT WISHES DEALER TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM DEALER AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO DEALER. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH DEALER AS AN INSURER.
- 4.3. SINCE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO ITS OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS DEALER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY DEALER OF THE INSTALLATION, MONITORING, SIGNAL HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.
- 4.4. WITH RESPECT TO DEALER OWNED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE, THAT MAY LIMIT OR MODIFY DEALER'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- 4.5. Paragraphs 4.1 through 4.5 of this Article 4 shall apply to any other company or entity, and the work they perform, which, in addition to DEALER, furnishes as a subcontractor or otherwise, any installation, monitoring, repairs or other services provided hereunder.
- 4.6. **LIMITED WARRANTY (SOLD SYSTEM ONLY)**
 DEALER warrants that the equipment will be free from defects in material and workmanship for a period of one (1) year from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at DEALER'S sole option, free of charge. Warranty repair is done 8 am - 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the CLIENT, repaired or used contrary to the operating instructions, software has been used with an operating system other than that specified by DEALER or its original equipment manufacturer ("OEM"), performance issues relating to the use of CLIENT'S data network(s), power fluctuations, or any other cause not within the cause or control of DEALER. If inspection by DEALER fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at CLIENT'S expense and DEALER'S regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, DEALER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED; OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL DEALER, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. DEALER MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.
 STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CLIENT. THE WARRANTY GIVES CLIENT SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
5. **MISCELLANEOUS CHARGES AND INCREASE IN CHARGES**
- 5.1. CLIENT shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to DEALER for facilities required for transmission of signals under this Agreement.
- 5.2. At DEALER'S option, a fee may be charged for any false alarm caused by CLIENT or for any unnecessary service run. If either DEALER or CLIENT is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, CLIENT shall pay the full amount of such fine or penalty.
- 5.3. Installation will be performed during DEALER'S normal working hours and using its own personnel. If CLIENT requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if DEALER'S wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. The installation may require that wires be exposed.
- 5.4. If any government agency requires any changes in the system originally installed, CLIENT agrees to pay for such changes. It is CLIENT'S responsibility to obtain all alarm use permits required by the local jurisdiction.
6. **FURTHER OBLIGATIONS OF CLIENT**
- 6.1. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should CLIENT request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at DEALER'S initial survey and for delays other than caused by DEALER will be borne by CLIENT at DEALER'S then current rates.
- 6.2. CLIENT agrees that DEALER may conduct a credit investigation and review. In such event, CLIENT shall provide, in a timely manner, such financial information as DEALER may request. CLIENT represents and warrants that all such financial information accurately and completely presents CLIENT'S financial condition as of the date of execution of this Agreement. CLIENT hereby authorizes DEALER to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on CLIENT'S behalf and to file such documents in all places where necessary to perfect DEALER'S interest in the equipment. CLIENT agrees to execute any such instruments as DEALER may request from time to time.
- 6.3. CLIENT, at its own expense, shall supply appropriate unswitched 110 AC power outlets and connectivity for telephone or Internet communications as required and labeled according to DEALER'S requirements.
- 6.4. CLIENT shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by DEALER, nor shall CLIENT permit the same to be done by others. It is further agreed that CLIENT indemnifies and holds DEALER harmless for any claim arising out of the foregoing and that if any work is required to be performed by DEALER, due to CLIENT'S breach of the foregoing obligations, CLIENT will pay DEALER for such work in accordance with DEALER'S then-current prevailing charges.
- 6.5. For those premises where DEALER is to provide monitoring, CLIENT shall furnish DEALER a list of the names, titles, and telephone numbers of all persons authorized to enter the premises of CLIENT during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, CLIENT shall also furnish DEALER with an authorized daily and holiday opening and closing schedule.
- 6.6. CLIENT shall test the alarm system at such times as CLIENT shall close its premises. CLIENT shall test the alarm system prior to each closed period and shall immediately report to DEALER any claimed inadequacy in or failure of the system. CLIENT shall perform a daily walk test of any motion detection equipment used on the premises.
- 6.7. CLIENT shall permit DEALER access to the premises for any reason arising out of or in connection with DEALER'S rights or obligations under this Agreement.
- 6.8. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of DEALER, any repairs or replacement shall be paid for by CLIENT (ordinary wear and tear excepted in the case of a DEALER-owned system).

- 8.9. Any claim by CLIENT of improper installation or a defect in the system shall be made in writing to DEALER within thirty (30) days of installation completion.
- 8.10. CLIENT represents and warrants that CLIENT is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. CLIENT shall indemnify and hold DEALER harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from DEALER's inability to recover DEALER owned system components when CLIENT moves out of the premises.
- 8.11. For those premises where closed circuit television (CCTV) equipment is provided, CLIENT will provide adequate illumination where required for the proper operation of the CCTV cameras and will provide 110 AC power outlets where required as well as rack or desk space for monitors and associated equipment.
- 8.12. It is mutually agreed that the CLIENT assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at CLIENT's premises.
- 8.13. CLIENT represents that, except to the extent it has given DEALER written notice prior to the execution of this Agreement: (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, on, or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by CLIENT) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond DEALER's reasonable control and DEALER shall not start or continue to perform its work under the contract until CLIENT has remedied the unsafe or unlawful condition at CLIENT's sole expense. CLIENT shall indemnify and hold DEALER and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not CLIENT disclosed such materials to DEALER).
7. **FURTHER OBLIGATIONS OF DEALER - LIMITATIONS.**
- 7.1. DEALER shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of DEALER, including interruptions in service for telephone or internet communications. DEALER will not be required to perform installation or supply service to CLIENT while any such cause shall continue.
- 7.2. If CLIENT has subscribed to monitoring services, the System will be connected to DEALER's monitoring facility (the "Center"). Upon receipt of an audio or video signal indicating an unauthorized entry into Client's premises, Dealer will use reasonable efforts to identify the sound or image, and when warranted, transmit notice of said signal as directed in writing by Client or to the public police department, if allowed by ordinance, or private agency as applicable. When a fire alarm, hold-up alarm, or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency or supervisory signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals notifying emergency personnel. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. DEALER and CLIENT are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. DEALER may discontinue or change any particular response service due to governmental or insurance requirements by giving CLIENT written notice. CLIENT consents to the tape recording of all telephonic communications between CLIENT's premises and DEALER, and will inform its employees that such recordings are authorized. If CLIENT's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, CLIENT agrees to subscribe to such service if provided by DEALER, or otherwise comply with such requirements, and an additional fee may apply for such services. If DEALER provides hosted managed access control, upon receipt of notice from Client requesting a modification to the DEALER hosted managed access control account base to modify Client's database, DEALER will, as requested, perform the necessary programming actions, and confirm with CLIENT that the requested changes have been implemented. In the event that a chronic noise source is introduced into a protected area, the Center will attempt to notify the first available person on the emergency call list. The Center reserves the right to disable any audio loop that is subject to a chronic noise source that is causing the alarm system to report audio on a frequent or continuous basis.
- 7.3. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises. If available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.2 above.
- 7.4. CLIENT understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the DEALER's monitoring center, there may be times when that communication method is not able to transmit signals and DEALER will not receive alarm signals. Digital communications use standard telephone lines and DEALER does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. The system cannot communicate over regular cellular service. There will be times when any radio frequency method, such as cellular, public or private radio systems or internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. CLIENT understands that DEALER offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Protection have been chosen by CLIENT after considering and balancing the levels of protection afforded by various communication methods and the related costs. CLIENT acknowledges and agrees that CLIENT is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond DEALER's control and are maintained and serviced, solely by the applicable carrier or provider. CLIENT agrees to reimburse DEALER for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone services may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line's security features of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. CLIENT agrees to notify DEALER if CLIENT has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- 7.5. DEALER shall not be responsible for the replacement of equipment or parts no longer commercially available to DEALER.
8. **TITLE TO EQUIPMENT; PROPRIETARY PROTECTION.**
- 8.1. Any DEALER-owned equipment installed on the CLIENT's premises shall at all times remain solely the property of DEALER, or its assigns and CLIENT agrees not to permit the attachment thereto of any equipment not furnished by DEALER. If CLIENT purchases equipment, CLIENT agrees that DEALER retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that DEALER may remove or abandon all DEALER-owned equipment, including all wiring installed by DEALER, in whole or in part, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or reoccupy any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of DEALER, or its assigns, to collect any charges which have accrued hereunder.
- 8.2. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by DEALER and in this agreement, is owned by DEALER, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the CLIENT's right to use the Software, and the CLIENT is obligated to immediately return such Software to DEALER. CLIENT may not copy the Software for any reason other than per the dictates of any end user software license agreement. CLIENT may not reverse engineer, disassemble, decompile or attempt to discover the source code of any Software. CLIENT acknowledges that any breach of this section shall result in irreparable injury to DEALER for which the amount of damages would be unascertainable. Therefore, DEALER may, in addition to pursuing any and all remedies provided by law, obtain an injunction against CLIENT from any court having jurisdiction, restraining any violation of this section.
9. **TERMINATION.**
- 9.1. DEALER may terminate this Agreement immediately upon written notice:
- In the event CLIENT defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legal allowable rate. CLIENT shall also pay attorney and/or collection fees defined as an additional thirty five percent (35%) of the outstanding balance owed, incurred in collecting CLIENT's account of CDL.
 - In the event the Center, the communication lines, wires or DEALER's equipment within CLIENT's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to CLIENT's premises; or
 - As provided in the Terms, Renewal and Expiration section.

9.2 CLIENT may terminate the Agreement:
 a) Immediately upon written notice, in the event CLIENT's premises are, by any cause beyond the control of the CLIENT, destroyed or so substantially damaged that it is commercially impractical for CLIENT to continue any operations at such premises; provided that if the CLIENT is using DEALER-owned equipment, the CLIENT must pay DEALER all payments remaining to be made under this Agreement through its scheduled expiration; or
 b) As provided in the Terms, Renewal and Expiration section.
 c) *In the event Dealer defaults in the performance of any of the terms and conditions of the agreement*
 9.3 Upon termination of this Agreement, CLIENT shall permit DEALER access to CLIENT's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8. *JK 7/2/14*

10. **ASSIGNMENT**
 This Agreement is not assignable by the CLIENT except upon written consent of DEALER first being obtained. DEALER shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the CLIENT

11. **INSURANCE AND WAIVER OF SUBROGATION**
 CLIENT shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by CLIENT in connection with, the services provided by DEALER. For all losses, damage or injury above the limits set forth in paragraph 4.2, CLIENT shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against DEALER. CLIENT agrees to obtain insurance permitting said waiver without invalidating coverage. CLIENT does hereby for itself and other parties claiming under it, release and discharge DEALER from and against all claims arising from hazards covered by CLIENT insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against DEALER. Dealer will maintain liability, professional automobile, and workers compensation insurance with at least minimum coverage limits required by FL law and will provide proof of coverage to CLIENT.

12. **TRIAL BY JURY**
 UNLESS PROHIBITED BY LAW, BOTH PARTIES TO THIS AGREEMENT, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT. *JK 7/2/14*

13. **ENTIRE AGREEMENT; DOCUMENT RETENTION**
 The entire and only agreement between CLIENT and DEALER is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by both parties. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY A SALES AGENT. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by CLIENT. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. CLIENT agrees that DEALER may save and store all contracts and other documents executed by CLIENT in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by DEALER as originals and shall be given the same force and effect as the paper-form originals.

See attached Addendum for list of current site locations, services provided and billing cycle.

| SONITROL INDEPENDENT FRANCHISE | CLIENT |
|---|---|
| Signature: <u><i>Lucea P Fontera</i></u> | Client Signature: <u><i>Bill Hunter</i></u> |
| Print Name: <u>Lucea P Fontera</u> | Print Name: <u>Bill Hunter</u> |
| Dealer: <u>SONITROL OF TALLAHASSEE</u> | Title: <u>Director of Facilities</u> |
| Address: <u>1136 Thomasville Road</u> | Date: <u>06/04/2014</u> |
| City, State, Zip: <u>Tallahassee, FL 32303</u> | |
| Licence #: <u>LIC. NO. FL EF00000804 GA LVA004517 AL 1087</u> | |

Lucea P Fontera 6/6/14
 DEALER (Management Approval) Date Signed

THIS AGREEMENT WILL NOT BE BINDING UPON DEALER UNTIL EITHER (I) SIGNED BY ONE OF ITS MANAGERS OR (II) DEALER STARTS THE INSTALLATION OR SERVICE. IN THE EVENT OF NON-APPROVAL, DEALER'S ONLY LIABILITY SHALL BE TO REFUND THE AMOUNT PAID BY CLIENT UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY DEALER'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. CLIENT FURTHER ACKNOWLEDGES THAT DEALER IS A SONITROL, INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

THE CITY OR COUNTY IN WHICH THE PREMISES IS LOCATED MAY REQUIRE THAT CLIENT OBTAIN A PERMIT FOR THE USE AND MONITORING OF AN ALARM SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE DEALER MAY NOT BEGIN MONITORING UNTIL CLIENT HAS OBTAINED AT CLIENT'S EXPENSE ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED DEALER WITH THE LICENSE OR PERMIT NUMBER.



SONITROL
VERIFIED ELECTRONIC SECURITY

Schedule of Services

Customer Name: Gadsden County School Board

Contract #: SONQ22255

The monthly fee includes the following:

| BURGLARY | ACCESS | GCTV | FIRE |
|---|--|--|---|
| <input checked="" type="checkbox"/> Monitoring | <input type="checkbox"/> CS Management | <input type="checkbox"/> Monitoring | <input checked="" type="checkbox"/> Monitoring |
| <input type="checkbox"/> mySonitrol | <input type="checkbox"/> mySonitrol | <input type="checkbox"/> mySonitrol | <input type="checkbox"/> Test & Inspections Other: _____ |
| <input checked="" type="checkbox"/> Parts & Labor Included* | <input type="checkbox"/> Parts & Labor Included* | <input type="checkbox"/> Parts & Labor Included* | <input type="checkbox"/> Annual <input type="checkbox"/> |
| <input type="checkbox"/> Hold-up / Panic | <input type="checkbox"/> Annual Preventive Maintenance | <input type="checkbox"/> Annual Preventive Maintenance | <input type="checkbox"/> Parts & Labor Included* |
| <input type="checkbox"/> Limited Audio Performance Warranty | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | | |

Communication Method:

Primary: Telephone IP Cellular Radio Other Secondary: Telephone IP Cellular Radio Alarmnet None

***Service - Parts & Labor Coverage**

1. Service calls generated as a result of component failure will be repaired or replaced without charge.
2. Service calls generated as a result of installation procedure or workmanship will be repaired without charge.
3. Service calls generated as a result of wiring failure, where wiring has not been cut or otherwise damaged, will be repaired or replaced without charge.

Not Included in the monthly fee:

1. Service calls generated as a result of user operation error will be billed at prevailing rates.
2. Service calls generated as a result of damage caused by outside forces (contractors, remodeling, noise generated machinery or devices) will be billed at prevailing rates.
3. Service calls generated as a result of damage caused by Mother Nature, explosions, riots, vandalism, structural collapse, or any incident covered by adequate insurance, will be billed at prevailing rates.
4. System improvements, upgrades, additions of functions or coverage will be billed following a proposal and the appropriate approvals.
5. Repair or replacement service (other than diagnostic service) on auxiliary components not installed by Sonitrol will be billed at prevailing rates.

Other: _____

Customer Signature: [Signature] Date: 06/06/2014
 Dealer Signature: [Signature] Date: 6/6/14

**ADDENDUM TO REDWIRE
CLIENT AGREEMENT # SONQ22257
GADSDEN COUNTY SCHOOL BOARD
EFFECTIVE 7/1/2016**

The following changes are to be included:

Page 2, Paragraph 3.

So that REDWIRE may properly adjust its rates to meet changing costs, REDWIRE may submit a change order request form with backup documentation to the Client for review and approval. The Client shall approve justifiable rate changes. In the event the Client and Redwire cannot reach an agreement, either may terminate upon 30-day written notice with no further cost or injury to either party.

Page 2, Paragraph 8.

The Client shall pay replacement costs for any equipment damaged or lost due to actions beyond Redwire's control.

SERVICE FEE SCHEDULE, 2016

Maintenance agreement :

Includes Parts and Labor. Trip Charge applies. Exclusions to the maintenance agreement are listed in the original client agreement. When exclusions to the maintenance agreement apply, service labor is billed at a rate of \$86 per hour and all parts are billable.

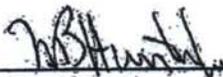
No Maintenance agreement:

Service labor is billed at a rate of \$125.00 per hour and all parts are billable. Trip Charge applies.

Trip charge

A Trip Charge applies to all service calls that include a technician visit to the site location and are billed at a rate of \$59 per visit for commercial and \$25 for residential accounts.

Above Service Fee charges are due to change without notice



GCSB Signature

Bill Hunter

Printed Name

06/06/2016

Date



Redwire Signature

Lucie P Pontora

Printed Name

6/6/16

Date

ADDENDUM TO SONITROL CLIENT AGREEMENT # SONQ22255
GADSDEN COUNTY SCHOOL BOARD LISTING OF ACCOUNTS & SERVICES
EFFECTIVE 7/1/2016

| Customer Number | Site Name | Site Address | Service Level | System Type | Alarm Account # | 2016-17 Monthly | 2016-17 Quarterly | Annual | Bill Cycle | |
|------------------------------------|-----------|-----------------------------------|--------------------|--------------------------|----------------------|-----------------|-------------------|--------|------------|---|
| Sonitrol of Tallahassee Inc | | | | | | | | | | |
| R1M150092 | GCSB | Maintenance & Transportation Dept | 805 S. Stewart St. | Monitoring & Maintenance | Security System | 3265 | 177.04 | 531.12 | 2,124.48 | Q |
| R1M150570 | GCSB | Carter Parramore Bldg 5 | 631 S Stewart St | Monitoring & Maintenance | Security System | 3552 | 115.64 | 346.92 | 1,387.68 | Q |
| | GCSB | Carter Parramore Bldg 1 | 631 S Stewart St | Monitoring & Maintenance | Security System | 3553 | 115.64 | 346.92 | 1,387.68 | Q |
| | GCSB | Carter Parramore Bldg 3 | 631 S Stewart St | Monitoring & Maintenance | Security System | 3554 | 115.64 | 346.92 | 1,387.68 | Q |
| | GCSB | Carter Parramore Bldg 4 Gym | 631 S Stewart St | Monitoring & Maintenance | Security System | 4369 | 115.64 | 346.92 | 1,387.68 | Q |
| R1M175060 | GCSB | Transportation - GCSB Bus Barn | 720 S. Stewart St. | Monitoring & Maintenance | Security/Fire System | 3829 | 226.05 | 678.15 | 2,712.60 | Q |
| R1M175221 | GCSB | Gretia Elementary | 706 MLK JR Blvd | Monitoring & Maintenance | Security System | 5044 | 223.69 | 671.07 | 2,684.28 | Q |
| R1M175469 | GCSB | Havana Middle School | 1210 Kemp Rd | Monitoring & Maintenance | Security System | 4366 | 134.27 | 402.81 | 1,611.24 | Q |
| | GCSB | Havana Middle School | 1210 Kemp Rd | Monitoring & Maintenance | Security System | 4367 | 134.27 | 402.81 | 1,611.24 | Q |
| R1M175724 | GCSB | St. Johns Elementary | 4463 Bainbridge Hw | Monitoring & Maintenance | Security System | 4696 | 150.25 | 450.75 | 1,803.00 | Q |
| R1M175725 | GCSB | Greensboro Elem Bldg 8 | 559 Greensboro Hw | Monitoring & Maintenance | Security System | 4697 | 51.19 | 153.57 | 614.28 | Q |
| | GCSB | Greensboro Elem Bldg 4 Clinic | 559 Greensboro Hw | Monitoring & Maintenance | Security System | 4698 | 51.19 | 153.57 | 614.28 | Q |
| | GCSB | Greensboro Elem Bldg 6 - Gym | 559 Greensboro Hw | Monitoring & Maintenance | Security System | 4699 | 51.19 | 153.57 | 614.28 | Q |
| | GCSB | Greensboro Elem Bldg 1, 2, 5 | 559 Greensboro Hw | Monitoring & Maintenance | Security System | 4701 | 51.18 | 153.54 | 614.16 | Q |

Handwritten notes:
 5/2/16
 5/2/16
 5/2/16

| ADDENDUM TO SONITROL CLIENT AGREEMENT # SONQ22255 | | | | | | | | | | |
|--|------|------------------------------|--------------------|--------------------------|-----------------|-----------------|-----------------|-------------------|------------------|------------|
| GADSDEN COUNTY SCHOOL BOARD LISTING OF ACCOUNTS & SERVICES | | | | | | | | | | |
| EFFECTIVE 7/1/2016 | | | | | | | | | | |
| Customer Number | | Site Name | Site Address | Service Level | System Type | Alarm Account # | 2016-17 Monthly | 2016-17 Quarterly | Annual | Bill Cycle |
| | GCSB | Greensboro Elem Kitchen/Cafe | 559 Greensboro Hwy | Monitoring & Maintenance | Security System | 4950 | 51.18 | 153.54 | 614.16 | Q |
| R1M600108 | GCSB | Head Start Center | 500 W. King St | Monitoring & Maintenance | Security System | 5849 | 81.92 | 245.76 | 983.04 | Q |
| R1M600602 | GCSB | Quincy Educational Academy | 500 W. King St. | Monitoring & Maintenance | Security System | 5037 | 90.90 | 272.70 | 1,090.80 | Q |
| R1M600155 | GCSB | Stewart St. Elementary | 749 S Stewart St | Monitoring & Maintenance | Security System | 5875 | 132.54 | 397.62 | 1,590.48 | Q |
| R1M601147 | GCSB | East Gadsden High | 2701 Blue Star Hwy | Monitoring & Maintenance | Security System | 6088 | 440.53 | 1,321.59 | 5,286.36 | Q |
| R1M601482 | GCSB | Shanks Middle School | 1400 W. King St | Monitoring & Maintenance | Security System | 6317 | 343.36 | 1,030.08 | 4,120.32 | Q |
| R1M602040 | GCSB | Family Info Resource Center | 35 MLK JR Blvd | Monitoring & Maintenance | Security System | 6668 | 47.08 | 141.24 | 564.96 | Q |
| R1M602225 | GCSB | Food Service Whse | 35 MLK JR Blvd | Monitoring & Maintenance | Security/Access | 6797 | 128.29 | 384.87 | 1,539.48 | Q |
| R1M175514 | GCSB | Admin Offices | 35 MLK JR Blvd | Monitoring & Maintenance | Security/Access | 5062 | 247.21 | 741.63 | 2,966.52 | Q |
| R1M176575 | GCSB | GCSB Admin Personnel Bldg | 35 MLK JR Blvd | Monitoring & Maintenance | Security System | 5761 | 90.58 | 271.74 | 1,086.96 | Q |
| R1M602184 | GCSB | W Gadsden High | 200 Providence Rd | Monitoring & Maintenance | Security System | 6756 | 394.90 | 1,184.70 | 4,738.80 | Q |
| | | SUBTOTAL | | | | | 3,761.37 | 11,284.11 | 45,136.44 | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| ADDENDUM TO SONITROL CLIENT AGREEMENT # SONQ22255 | | | | | | | | | |
|--|-----------|---------------------------------------|-----------------|--------------------------|-----------------|-----------------|------------------------|------------------|------------------|
| GADSDEN COUNTY SCHOOL BOARD LISTING OF ACCOUNTS & SERVICES | | | | | | | | | |
| EFFECTIVE 7/1/2016 | | | | | | | | | |
| Customer Number | Site Name | Site Address | Service Level | System Type | Alarm Account # | 2016-17 Monthly | 2016-17 Quarterly | Annual | Bill Cycle |
| The following Sonitrol Accounts are under review and may not be renewed for the upcoming fiscal year | | | | | | | | | |
| R1M175948 | GCSB | Havana Elementary bldg 1-4 | 705 Us 27 South | Monitoring & Maintenance | Security System | 5171 | * cancelled 4.22.16 | | |
| | GCSB | Havana Elementary bldg 4 & Cafeteria | 705 Us 27 South | Monitoring & Maintenance | Security System | 5185 | 103.08 | 309.24 | 1,236.96 Q |
| R1M176348 | GCSB | Havana Elementary bldg 6 | 705 Us 27 South | Monitoring & Maintenance | Security System | 5553 | 271.56 | 814.68 | 3,258.72 Q |
| R1M176381 | GCSB | Havana Elementary Bldg 7 And 8 | 705 Us 27 South | Monitoring & Maintenance | Security System | 5581 | 107.06 | 321.18 | 1,284.72 Q |
| R1M176382 | GCSB | Havana Elementary Portables 2,3,4,5,6 | 705 Us 27 South | Monitoring & Maintenance | Security System | 5582 | * cancelled 4.22.16 | | |
| | | SUBTOTAL | | | | | 481.70 | 1,445.10 | 5,780.40 |
| | | TOTALS | | | | | 4,243.07 | 12,729.21 | 50,916.84 |
| | | | | | Initial | | Date | | |
| | | | | | Initial | <i>CFB</i> | Date | 6/6/16 | |



CLIENT AGREEMENT
RW SONQ22257

CLIENT NAME: Gadsden Cty School Board

DATE: 7/1/2016

INSTALL AT: 35 Martin Luther King Jr Blvd
Quincy, FL 32351

BILL TO: 35 Martin Luther King Jr Blvd
Quincy, FL 32351

PHONE: 850-627-9888

REDWIRE agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the quotation dated 2016, which becomes part of this Agreement.

All equipment is the personal property of: CLIENT

THIS AGREEMENT APPLIES TO:

YES ALARM SIGNALING SERVICE NO SPRINKLER SUPERVISORY SIGNALING SERVICE
NO DIGITAL SURVEILLANCE SERVICE NO ACCESS CONTROL SERVICE
YES FIRE ALARM SIGNALING SERVICE NO OTHER

The undersigned agrees to pay REDWIRE, its agents or assigns the sums of:

INSTALLATION \$0.00 TAX \$0.00 TOTAL \$0.00 (\$0.00) \$0.00
OR INSPECTION DOWN PAYMENT BALANCE UPON COMPLETION

Monitoring \$366.02 MAINTENANCE \$159.31 INSPECTIONS \$0.00
(PAYABLE IN ADVANCE)

SERVICES TOTAL \$525.33 TAX \$0.00 TOTAL \$525.33 Monthly
PAYMENT MODE

OTHER: See Addendum for listing of site locations, services provided, and billing cycle.

COMMUNICATION LINE SECURITY INCLUDED, NO

LIMITED WARRANTY

1. Except as set forth herein, REDWIRE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice or this installation, and REDWIRE determines the equipment is defective or inoperative, REDWIRE shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL REDWIRE BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND REDWIRE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact REDWIRE in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.

4. REDWIRE shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than REDWIRE and any other cause beyond the control of REDWIRE, including interruption of electrical or telephone service.

5. CLIENT acknowledges that any affirmation of fact or promise made by REDWIRE shall not be deemed to create an express warranty, and that REDWIRE makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on REDWIRE'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF REDWIRE. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF REDWIRE SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT REDWIRE'S LIABILITY IS LIMITED AS SET FORTH HEREIN. CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT REDWIRE'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is DBPR.

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY WORKING DAYS AFTER COMMENCEMENT SUBJECT

REDWIRE, LLC
1136 THOMASVILLE RD.
TALLAHASSEE, FL 32303
850.219.9473
LIC. NO. FL EF20001219
GA LVU406225 AL 1433

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE (CLIENT): X [Signature]
TITLE Director of Facilities
DATE 6/26/2016

REDWIRE AUTHORIZED REPRESENTATIVE Lisa Rossow
APPROVED [Signature]

© Limitation for 3 annual renewals [Signature]

REDWIRE

1. REDWIRE agrees to install or cause to be installed, in the premises of the CLIENT, security equipment and devices, and may also provide a centrally monitored signaling system necessary to transmit signals from the premises of the CLIENT to REDWIRE'S central monitoring station, in accordance with the attached quotation. Upon completion of installation REDWIRE will thoroughly instruct the CLIENT in the proper use of the Alarm System. REDWIRE will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by REDWIRE into the signaling system.
2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If either party terminates this Agreement pursuant to Paragraph 4 (a) Termination for Cause or (b) Wrongful Termination for any reason other than at the end of the initial term or any renewal term as provided for herein, then (i) REDWIRE will facilitate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of this Agreement, there shall be immediately due and payable by CLIENT to REDWIRE, as liquidated damages, an amount equal to the unpaid Monitoring / Service Fee ("Unpaid Monitoring Fee"), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the then current renewal term (see (B)), (B) the Monitoring Fee as set forth above, less any credits, CLIENT undertakes, acknowledges and agrees that REDWIRE'S actual damages resulting from either a Termination for Cause or a Wrongful Termination, including other things the then present value of the Unpaid Monitoring Fee, equipment and material that have not been depreciated, and/or the actual costs of decommissioning and removing the REDWIRE'S equipment from the above installation sites. Therefore, CLIENT acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by REDWIRE upon the occurrence of either a Termination for Cause or a Wrongful Termination, if CLIENT fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder; that CLIENT agrees to reimburse REDWIRE for all costs of collecting the same, including without limitation, reasonable attorney's fees.
3. REDWIRE shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on REDWIRE by any ability of government agency and CLIENT agrees to pay same. So that REDWIRE may properly adjust its rates to meet changing costs, REDWIRE may, at any time after the expiration of the (1) year term of this Agreement, increase the annual monitoring / service charges upon giving the CLIENT notice in writing in the event the increase exceeds more than 10% and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this Agreement upon giving notice in writing to REDWIRE within thirty (30) days from the date of notice of the increase. CLIENT'S failure to notify REDWIRE within said thirty (30) days shall constitute CLIENT'S acceptance of the increase.
4. CLIENT shall be in default of this Agreement for (a) failure to pay the installation charges; (b) failure to pay the monitoring/service charge when due; (c) willfully or negligently causing repeated false alarms; (d) failure to perform any other obligations under this Agreement. Upon CLIENT'S default, REDWIRE shall have the right to terminate this Agreement ten (10) days after written notice of default is given, such notice CLIENT has not cured the default. Any cost incurred by REDWIRE as a result of a false alarm called by CLIENT shall be promptly reimbursed to REDWIRE. In the event of any default of this Agreement by CLIENT, including a default for failure to pay monies due and owing to REDWIRE, CLIENT shall pay REDWIRE any and all damages or losses incurred by REDWIRE in connection with such default, including all costs and expenses incurred by REDWIRE in collecting any monies due and owing by CLIENT to REDWIRE hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other recoverable and related expenses of collection.
5. REDWIRE agrees to monitor the systems from the time CLIENT causes the system to be activated until CLIENT causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises or in emergency, the REDWIRE'S operator will use reasonable efforts to identify the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by CLIENT in writing, REDWIRE will also notify an agent designated in writing by CLIENT, CLIENT agrees to give REDWIRE a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods.
6. CENTRAL STATION ALARM. If REDWIRE has installed a central station alarm, REDWIRE shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by CLIENT:
 A. Upon receipt of a hold-up alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department, or to CLIENT.
 B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
 C. Upon receipt of a manual water flow, smoke or temperature fire alarm signal, transmit the alarm to the public fire department.
 D. Upon receipt of an audible trouble, supervisory or other special signal, notify CLIENT or local authority as applicable.
 E. Upon receipt of an audio or video signal indicating an unauthorized entry into CLIENT'S premises, REDWIRE'S operator will use reasonable efforts to identify the signal, and when warranted transmit notice of said signal to the public police department.
7. CLIENT hereby authorizes and empowers REDWIRE, its agents or assigns, to install the alarm system in the designated premises, and to service the system and to make any necessary repairs, tests and repairs as required. CLIENT understands that after notice or additional protection can be installed at CLIENT'S request and expense. CLIENT acknowledges that REDWIRE has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make REDWIRE aware of such obstructions. Noting that REDWIRE shall have no responsibility whatsoever for any damage that may be caused, the CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation, repair or service by the REDWIRE shall be primarily performed between the hours of 9:00 a.m. and 5:00 p.m. weekdays of weekdays, Sundays and holidays.
8. It is understood and agreed that upon termination, REDWIRE may remove or abandon, in whole or in part, the system if owned by REDWIRE without obligation to repair or reimburse any portion of the CLIENT'S premises. REDWIRE'S removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be hereunder. CLIENT shall maintain insurance throughout the term of REDWIRE'S equipment in the custody and control of CLIENT.
9. This agreement may be cancelled, without previous notice, at the option of REDWIRE, in the event REDWIRE central station, connection link or the equipment within the CLIENT'S premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the CLIENT in the event of such occurrence. CLIENT shall be liable for any delinquent payments for services previously rendered.
10. CLIENT agrees to perform system checks as instructed by REDWIRE in order to ascertain if the system is properly functioning. CLIENT acknowledges that REDWIRE'S obligation hereunder relates solely to the services set forth above and to the services of this specified alarm system and that REDWIRE is in no way obligated to insure the operation of the system or to maintain or service CLIENT'S property or the property of others to which REDWIRE'S system is connected. Repairs shall be performed as soon as reasonably possible after receipt of notice by REDWIRE. CLIENT is solely responsible for proper maintenance of any devices utilizing batteries, or any sprinkler system including provision of heat where necessary and acknowledges that REDWIRE has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.
11. REDWIRE assumes no liability for delays in installation or disruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of REDWIRE, including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or other, which are outside the control of REDWIRE, and REDWIRE shall have no responsibility for any failure in transmission of alarm signals by any means. CLIENT agrees to immediately notify REDWIRE of any malfunction of the communication link used by the equipment.
12. LIMITATIONS OF DAMAGES:
 A. It is understood and agreed by the parties hereto that REDWIRE is not an insurer and that insurance, if any, covering personal injury and property loss or damage to CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises; that REDWIRE makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system of services supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert, except for the provisions of the Redwire Performance Promise as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this agreement.
 B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure to perform any of REDWIRE'S obligations or a failure or malfunction in the system to properly operate because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by REDWIRE'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by REDWIRE.
 C. CLIENT UNDERSTANDS AND AGREES THAT IF REDWIRE SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, REDWIRE'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS (\$500) WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY FOR LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF REDWIRE'S OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF REDWIRE ITS EMPLOYEES OR AGENTS.
 D. In the event that the CLIENT wishes REDWIRE to assume greater liability, CLIENT may, as a matter of right, obtain from REDWIRE a higher limit by paying an additional amount to REDWIRE, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold REDWIRE as an insurer.
 E. When CLIENT in the ordinary course of business has the property of others in its custody; or the alarm system exists to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless REDWIRE, its employees and agents for and against all claims brought by owners of said property arising out of the REDWIRE service under the Agreement. This provision shall apply to all claims regardless of cause including REDWIRE'S performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of REDWIRE, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of REDWIRE while on CLIENT'S premises.
 F. CLIENT acknowledges that the system installed is as requested and is suitable to his purpose, and unless defects or omissions are called to REDWIRE'S attention in writing within 30 days after completion of installation, CLIENT accepts the system as is.
13. All claims, actions or proceedings, legal or equitable, against REDWIRE must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or valid claim, action or proceeding is barred, the filing of the statement of this paragraph.
14. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to REDWIRE and its subsidiaries and to any subcontractors engaged by REDWIRE to provide monitoring, maintenance, installation or service of the alarm system provided herein. CLIENT hereby waives his right of recovery against REDWIRE for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.
15. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon advance written consent of REDWIRE.
16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or unenforceable, all of the remaining terms and conditions shall remain in full force and effect.

CLIENT AGREEMENT RW SONQ22257
DATE 7/1/2016

SIGNATURE
CLIENT

**ADDENDUM TO REDWIRE
CLIENT AGREEMENT # SONQ22257
GADSDEN COUNTY SCHOOL BOARD
EFFECTIVE 7/1/2016**

The following changes are to be included:

Page 2, Paragraph 3.

So that REDWIRE may properly adjust its rates to meet changing costs, REDWIRE may submit a change order request form with backup documentation to the Client for review and approval. The Client shall approve justifiable rate changes. In the event the Client and Redwire cannot reach an agreement, either may terminate upon 30 day written notice with no further cost or injury to either party.

Page 2, Paragraph 8.

The Client shall pay replacement costs for any equipment damaged or lost due to actions beyond Redwire's control.

SERVICE FEE SCHEDULE, 2016

Maintenance agreement :

Includes Parts and Labor. Trip Charge applies. Exclusions to the maintenance agreement are listed in the original client agreement. When exclusions to the maintenance agreement apply, service labor is billed at a rate of \$86 per hour and all parts are billable.

No Maintenance agreement:

Service labor is billed at a rate of \$125.00 per hour and all parts are billable. Trip Charge applies.

Trip charge

A Trip Charge applies to all service calls that include a technician visit to the site location and are billed at a rate of \$59 per visit for commercial and \$25 for residential accounts.

Above Service Fee charges are due to change without notice



GCSB Signature.

Bill Hunter

Printed Name

06/04/2016

Date



Redwire Signature

Lusia P Fontana

Printed Name

6/6/16

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e



Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue agreement with McCall Service for Pest Control - District Wide

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue services with McCall Service. Gadsden County School District will piggyback Leon County School Bid #5084-2013 - Pest Control Services with no price increase for the 2016-2017 fiscal year.

FUND SOURCE: 110

AMOUNT: \$22,000.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:43
GADSDEN COUNTY SCHOOL BOARD
OFFICE OF THE ASSISTANT
SUPERINTENDENT

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gcps.k12.fl.us>

June 14, 2016

McCall Service
410 Paul Russell Road
Tallahassee, FL 32301

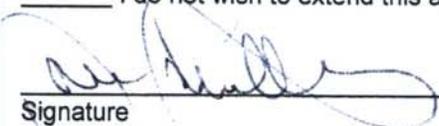
To Whom It May Concern:

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with ***Gadsden County School District/Leon County School Bid #5084-2013 Pest Control Services District Wide.***

We would like to extend this agreement through the 2016-2017 fiscal year providing the same service and cost per service as noted in the bid with Leon County Schools. Please give us your response and return this letter to my office no later than June 30, 2016.

I agree to extend our services at the same price and schedule as the original agreement starting July 1, 2016 through June 30, 2017

I do not wish to extend this agreement past June 30, 2016



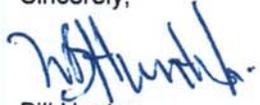
Signature

6/21/16

Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage).

Sincerely,


Bill Hunter
Director of Facilities

WBH/abr

AUDREY D. LEWIS
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

IV. SCOPE OF WORK AND INSTRUCTION TO BIDDERS:

- A. **INTENT:** This contract is intended to provide the pest inspection, evaluation and treatment components of an Integrated Pest Management (IPM) program in the specified areas for the Leon County School Board (LCSB). The successful bidder (s) (Contractor) will furnish all supervision, labor, materials and equipment necessary to thoroughly inspect for and safely and effectively eliminate the insect and rodent pests included in this contract. The contractor will also provide site specific recommendations for structural and procedural modifications necessary to achieve pest prevention.
- B. **PESTS INCLUDED AND EXCLUDED:** The Contractor will eliminate rats, mice, cockroaches, flies, ants, fire ants (within 50 feet of structures), silverfish, wasps, fleas and any other arthropod pest not specifically excluded from this contract. Populations of these pests which are located outside the facilities listed herein, but within the property boundaries, are included. Populations of the following pests are excluded from this contract: birds, bats, snakes, and all other vertebrates other than commensal rodents, termites and other wood-destroying organisms, mosquitoes, pests that primarily feed on outdoor vegetation. However, individuals of pests which primarily feed on outdoor vegetation, which become incidental invaders inside buildings, will be eliminated.
- C. **SCHEDULE OF SERVICE:** The schedule of Regular Service shall be established by Nutrition Services and the Maintenance Department with agreement by the Contractor.
1. **Once per Month:** Regular service visits will be performed on a scheduled basis once per month, as specified for the individual Kitchen and Dining areas and the Home Economics Food Laboratories in the specified facilities.
 2. **Once per Month:** Regular monthly services will be performed on a scheduled basis on all sections of the buildings and portables that are not specifically treated in the Monthly services. These sections include, but are not limited to administrative areas, offices, classrooms, media centers, restrooms, hallways, portable buildings, etc.

The Contractor shall allocate sufficient time during Regular and Emergency service visits at each facility to allow the Contractor's pest control technician(s) to inspect and provide treatment as necessary to effectively eliminate the included pests. Once the schedule of Regular Service is arranged with each facility, the Contractor shall submit a list of the schedule of Regular Service for each facility to the appropriate Administrator at the Maintenance and Nutrition Services Departments.

D. **AREAS OF SERVICE:**

1. The Contractor is responsible for inspection and elimination of pests present in all areas associated with the food service kitchen at each facility, including, but not necessarily limited to the food preparation areas and equipment, spaces above ceilings, serving lines, tables, storage rooms, offices, good waste processing and storage areas (waste pulping and extractor areas), custodial rooms, can wash rooms, restrooms, locker rooms, receiving area, dumpster area, and exterior perimeter. The Contractor shall arrange for access to all areas with the Cafeteria Manager, Principal or their Designee and provide an Inspection/Action Report to the Cafeteria Manager, Principal or their Designee which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.
2. The Contractor is responsible for inspection and elimination of pests in all areas of the dining room and areas connected to the dining area at each facility, including, but not necessarily limited to cabinets, pianos, desks, space above ceilings, the stage and all rooms and storage spaces associated with the stage if present. The Contractor shall arrange for access to all areas with the Cafeteria Manager, Principal or their Designee and provide an Inspection/Action Report to the Cafeteria Manager, Principal or their Designee (Nutrition Services) which describes the results of inspections, actions taken to eliminate encountered pest and recommendations for eliminating conditions which may be encouraging pests in these areas.
3. The Contractor is responsible for inspections and elimination of pests in all areas of the Home Economics Food Laboratories, where present, including, but not necessarily limited to cabinets, closets, appliances, equipment, tables, spaces above ceilings, storage rooms and preparation/work rooms associated or connected to the food lab. The Contractor shall arrange for access to all areas of the cooking labs with the Principal or their Designee and provide an Inspection/Action Report to the Principal or their designee and Maintenance which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.

4. The Contractor is responsible for inspection and elimination of pests in all areas on site specified by the LCSB Maintenance Department, including, but not necessarily limited to cabinets, closets, connected storage rooms, work rooms, sub-flooring crawl spaces, if present, and exterior perimeter. These sections include, but are not limited to administrative areas, offices, classrooms, media centers, restrooms, hallways, portable buildings, etc. The Contractor shall arrange for access to the selected classrooms with the Principal or their Designee and provide an Inspection/Action Report to the Principal or their designee and Maintenance which describes the results of inspections, actions taken to eliminate encountered pests and recommendations for eliminating conditions which may be encouraging pests in these areas.

E. **SPECIFIED SERVICES:** The Contractor shall perform pest control at LCSB facilities according to the species of pest(s) encountered and the site-specific situation(s) which the pests are found. The Contractor shall perform pest control in LCSB facilities using the least toxic methods and materials possible to achieve a pest free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to man, such as, but not limited to, containerized baits, like MAX FORCE or equivalent, directed powder baits, like AVERT, or equivalent, directed paste baits, like STAPLETON's MRF 2000, MAX FORCE gel bait, BUDDY'S PUDDY, ALPHA 3, SIEGE, BORIC ACID or equivalent, silica aerogel diatomaceous earth, glue traps and mechanical traps. Furthermore, "least toxic" shall mean the application of pesticide or non-pesticidal treatments to actual and potential pest harborage sites where pests are present, such as voids, cracks, and crevices instead of surfaces of floors, baseboards, shelves and table tops. Using HEPA-filtered vacuums has shown to be effective in rapidly reducing cockroach populations in specific spots in conjunction with crack and crevice injection of such products as silica aerogel and pyrethrum combinations without the need for spraying surfaces.

NOTE: Pesticides are to be applied only as needed to eliminate current populations of pests and only to the specific harborage sites of the pests. The routine use of liquid sprays, aerosols and powders is not permitted in regularly occupied areas (such as, but not limited to, offices, classrooms, kitchens, dining rooms, day care centers, storerooms, etc.), unless written approval is obtained from the Maintenance and Nutrition Services Departments. The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from the Maintenance and Nutrition Services Departments. The Contractor shall determine the presence and location of included pests by thorough inspection, which includes visual inspection, monitoring with sticky traps, reports from occupants of pest sightings, and other surveillance techniques.

When a pest infestation is discovered or reported, a thorough inspection of the infested and surrounding areas shall be performed to determine the location and extent of all pest harborage locations. The approved pesticides or traps shall be intensively placed in all area(s) of infestation. Cockroach control is achieved by locating and treating all harborage locations. Rodent trapping shall be intensively carried out by the Contractor in accordance with accepted rodent trapping procedures depending on the rodent species encountered as described in recognized pest control books, periodicals, and manuals containing information on rodent control). The Contractor shall arrange with the Facility Administrator or the Administrator's Designee to prepare areas which develop pest infestations for inspection and/or treatment. The Contractor shall provide written instruction to the Site Administrator and Maintenance for the preparation of the infested area.

Regular service shall consist of inspection, surveillance, monitoring to find all the active harborage spots and treat them.

The Contractor shall perform follow-up inspections and necessary additional treatments within two days following any treatments which have been performed because of the presence of pests to determine that the initial and any follow-up treatments were effective. Pests shall not be endured in LCSB Facilities for weeks until the next "Regular" service.

If the Contractor's technician observes rodent and other pest entry points or conditions which are conducive to pests or interfere with the application of pest control materials such as, but not limited to, build up of food and grease, unclean areas, broken or missing screens, spaces around exterior doors or windows, cracks or holes in wall, improper waste disposal, improper housekeeping and cluttered storage, the Contractor shall notify, **in writing**, the Cafeteria Manager, Principal or their Designee, with a copy provided to the Maintenance and Nutrition Services Departments respectively.

F. **PESTICIDES AND CAPTURE DEVICES:** Before any pesticides are applied under this contract, the Contractor(s) shall submit a list of all proposed pest control chemicals, supplies and equipment designating the site(s) method(s) of application of their intended use, complete, current, legible pesticide "specimen" labels, E.P.A. Registration Numbers and Material Safety Data Sheets (MSDS). As per Chapter 442, Florida Statutes, the "Right to Know Law," MSDS are

required for all items, materials and/or substances in this bid. All MSDS submitted must be either an original, as received from the manufacturer or supplier or a legible copy (facsimile copies or originals that have been highlighted, marked or altered before or after reproduction are not acceptable), must be either current version or updated within the last year and must include a clear delineation of chemical content(s) of the product.

For the purposes of this bid, "current version" is defined as follows: the entire contents of the MSDS shall be reviewed and revised in compliance with Federal, State and Local Legislation (as it pertains to worker's "Right to Know" and/or Hazards Communication). Proof of said review/revision shall be noted on MSDS, and must be dated within the last calendar year. All information and reports that are required in this contract shall be submitted on letter-size (8 1/2 x 11") format for possible inclusion into 3-ring binders.

1. Before any pesticides are applied, the Maintenance and Nutrition Services Departments shall approve all pest control materials and methods used. The Contractor certifies that these will be the only materials and methods used, unless prior written approval is obtained from the Maintenance and Nutrition Services Departments.
 2. In the event that any of the pest control materials on the original list submitted with this bid are not acceptable to the Maintenance and Nutrition Services Departments for any reason, bidder will have an opportunity to substitute other materials, without any increase to the original bid prices. Such substitutions shall be submitted, along with labels, intended methods of application and Material Safety Data Sheets within five (5) working days of notification of rejection or entire bid will be disqualified.
 3. **Success in pest control is largely determined by the skill, thoroughness and follow-up of the Contractor's pest control technicians and the cooperation given from all concerned and involved in a particular pest problem.** However, where it has been determined that any pest control material and method being used have become ineffective or perform unsatisfactorily for whatever reason, such as pest resistance, the Contractor shall submit recommendations for replacement materials and methods. An ineffective pest control material and method is that is used repeatedly without significant reduction of the pest population. Recommendations for replacement materials along with labels, intended methods of application and material Safety Data Sheets shall be submitted, in writing, to the Maintenance and Nutrition Services Departments for written approval. The least toxic replacement product and method shall be selected.
 4. Routine rodent control activities at LCSB facilities shall be limited to the use of capture devices only. Any type of capture device, deployed as specified, is permissible.
- G. **GUARANTEE:** Treatment shall eliminate populations of rats, mice, ants, fire ants (within 50 feet of structure), cockroaches, fleas, silverfish, mites, ticks, lice, wasps, stored products pests and any other arthropod pest not specifically excluded from the contract. Populations of these pests, which are located outside the facilities, listed herein, but within the property boundaries of the facilities, are included. Should re-infestation or continued infestation occur, the Contractor shall provide Emergency Pest Management Services defined as, an unscheduled service provided under the scope of services of this contract in response to a report of an unexpected and sudden appearance of an insect or rodent population that affects the health or safety of occupants of LCSB facilities or disrupt the efficient operation of that facility. The need for Emergency Pest Management Service shall be determined by the Site Administrator, their Designee, the Cafeteria Manager, the Nutrition Service Systems Coordinator and the LCSB Maintenance Department.
- H. **DEFAULT OF CONTRACT:** Continued infestations of included pests in any facility specified herein shall be reasonable grounds for contract default and immediate termination.
- I. **EMERGENCY SERVICE CALLS:** The Contractor shall respond to a request for Emergency Pest Management Service within twenty-four (24) hours and at no additional cost to LCSB.
- J. **SERVICE CALLS:** For Regular, Emergency (complaint calls) and Follow-up service visits, the Contractor's service technician will first report to the Cafeteria Manager, Facility Administrator or their assigned Designee to find out the areas of pest problems. The pest sighting log at each site shall be reviewed during each visit. **All chemicals and application methods will be on the approved list** and used according to the federally registered label of each product in a manner which will eliminate the pests in the shortest possible time with the least impact on occupant health and safety. On completion of the service visit, the Contractor's technician will report to the Cafeteria Manager, Site Administrator, or Designee to discuss the technician's actions and the status of the pest problem(s), if any. At this time the technician will present an Inspection/Action Report, including the required written information, as required below. The technician may use additional pages, if required. The written record of these service visits should be filed at the service location and at the Contractor's licensed business location.

For both Regular and Emergency (complaint calls) service visits, the Contractor shall use the form "**PEST CONTROL INSPECTION/ACTION REPORT**", which shall be supplied by the Contractor. The Contractor may use a form of its own design provided that all the required information is present and understandable. The Contractor may use additional sheets, drawings, charts and graphs to provide all information reports on letter-size (8 ½ x 11") paper, suitable for inclusion in a three-ring binder. The Contractor shall report these conditions each and every time they are encountered at each visit. Reports shall be legible on all copies. The service report shall show:

1. Name and address of the facility
2. Date and duration (time in and time out) of service visit.
3. Type of service: Regular Service or Emergency Service (trouble calls)
4. Location of service within the facility (kitchen, dining room, storage room waste disposal area, receiving area, food lab, office, snack area, classroom etc.)
5. The specific name of pests or evidence found, such as German cockroaches, not just cockroaches, Ghost Ants, not just ants, Mice or Roof Rats or Sewer Rats not just rodents.
6. Action taken to eliminate the pest population including the full names of pesticides used, quantities, percentages, methods of application and specific sites of application and non-pesticidal procedures used.
7. Notes on sanitation problems and/or required maintenance, such as broken screens, doors, windows, cracks, holes in walls, door sweeps, build up of cooking products.
8. The Facility Administrator's or Designee's signature to verify that the services were satisfactorily performed and pest problems, if any were addressed and discussed.
9. Contractor's technician's printed full name and signature.

K. SAFETY CONSIDERATIONS: In order to protect both life and property, the Contractor shall adhere to the following:

1. **No pesticides or any other pest control materials or devices shall be given by the Contractor or their representatives to LCSB personnel for any reason.** All pest control materials and devices used shall be applied, deployed, monitored and serviced by the Contractor in such a manner that they effectively eliminate the pest populations while not interfering with the health and safety of the facility occupants and routine operations of the facility. If it becomes necessary to use many capture devices in an area to quickly harvest many pests, such as rodents, in a short period of time, the Contractor shall deploy these devices after operating hours and collect the devices early the next operating day before the area is occupied.
2. Prior to using any additional pest control materials is not on the approved list, the Contractor shall submit a written request including justification, method of application, safety precautions to be implemented, complete, legible specimen label and MDA to the Maintenance and Nutrition Services Department.

THE CONTRACTOR SHALL NOT USE ANY PESTICIDE, CHEMICAL OR APPLICATION METHOD THAT IS NOT ON THE APPROVED LIST UNTIL SUCH WRITTEN APPROVAL IS OBTAINED.

3. No aerosol or machine generated foggers, misters or space sprays of any kind shall be used at LCSB facilities by the Contractor unless the Contractor submits written request prior to each intended use and written approval is obtained prior to each intended use from the LCSB or designee.
4. No pesticide applications will be performed while the treated area is occupied by students. No pesticides will be applied to surfaces that can be contacted by students, such as tops and undersides of dining tables unless injected into cracks, crevices and inside hollow table legs. Inspections and evaluations or pest problems may be conducted while school is in session.
5. All containers holding pesticide used in the treatment of LCSB facilities shall be properly labeled with the name and strength of the pesticide product therein, as prescribed by law.

LCSB or designee reserves the right to inspect the Contractor's chemicals at the time of application to ensure all chemicals are properly labeled, including manufacturer's recommended dilution and usage data.

6. No materials and chemicals are to be stored by the Contractor at LCSB facilities.
7. No empty pesticide containers and excess pesticides are to be discarded by the Contractor at LCSB facilities.
8. Appropriate protective clothing and equipment consistent with the chemical manufacturer's label and MSDS recommendations shall be provided by the Contractor and worn by the Contractor's pest control technicians during application.
9. If the Contractor uses glue boards or other capture devices to control and eradicate a rodent infestation, the Contractor must receive permission from the Principal or Administrator of the facility. The Contractor shall be responsible for said traps and the immediate removal from the facility of all captured animals. Traps shall be placed so that they do not interfere with the normal operation in the area of placement. Traps shall be placed so that they are not visible to students, staff or other occupants. Glue boards can sometimes be placed inside of anchored tamper proof bait stations or sections of PVC pipes. When using capture devices for rodent control, the Contractor shall provide the location and type of capture devices to the Principal or Cafeteria Manager. The information provided shall be as schematic drawings or narratives indicating the location of the capture devices. **The Contractor shall perform follow-up inspections and necessary additional treatments within two days following the use of any glue boards for capture devices to control or eradicate a rodent infestation. This shall include the inspection or checking of all devices initially deployed.**

NOTE: When rodent infestations have previously occurred, glue boards and/or mechanical traps, in lieu of poisoned baits, have been successful when placed in the proper quantities and locations.

10. No rodenticide baits or tracking powders are to be used at LCSB facilities unless the Contractor obtains written approval for each intended use from the LCSB or Designee. Rodenticide baits, when used, shall be in anchored and locked tamper proof containers and placed in areas not accessible to students and/or faculty. Rodenticide tracking powder, when used, shall be injected, using appropriate equipment, directly into rodent burrows and the burrows are to be covered with earth. Daily follow-up visits to the facility where rodenticide baits or tracking powders have been used are required.

If the Contractor fails to obtain written approval from the LCSB or designee, prior to using rodenticide baits or tracking powders, the Contractor shall be considered in violation of technical specifications. LCSB or designee will notify the Contractor, in writing, indicating three (3) business days to correct the violation or face default.

11. LCSB reserves the right to obtain product samples at anytime during application, to verify that the pesticide complies fully with the pesticides approved by the Maintenance and Nutrition Service Departments. Refusal by the Contractor to provide such samples shall be grounds for default of contract.
12. The contractor shall not apply a water based liquid pesticide directly on or into the electrical component of any equipment. Furthermore, the Contractor shall not apply any aerosols, mist, ULVs or other space sprays into areas containing open flames. The Contractor shall not apply any pesticides onto tabletops, food serving utensils or any other surface which comes in contact with food. The Contractor shall not apply liquid or other pesticides, which can volatilize, onto any surface which generates heat, such as the inside surfaces of the baking chamber ovens or inside the plenum spaces and hot plates of steam tables of serving lines and food conveyers.

If a technician applies a pesticide in a manner which is inconsistent with the label directions or these specifications, the technician will be prohibited access to LCSB property. The technician may be reinstated only after the Contractor submits documentation showing date(s) of training, subject(s) of training and test results to the LCSB or designee verifying that the technician has received additional training in the proper use of the pesticide by a qualified trainer(s).

13. If pest control materials must be applied to sites that contain stored items, such as food, utensils, paper goods, contents of desks and filing cabinets, and the stored items interfere with the proper application of the pest control material or risk contact by the pest control material, then the Contractor shall arrange with the Nutrition Service Managers to remove the food, utensils and/or other stored items and clean the area prior to the application of the pest

control materials.

- L. **CONTRACTOR AND TECHNICIAN CREDENTIALS:** Bidders shall be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control to perform pest control in the State of Florida. Bidders shall submit a copy of their current business license. Bidders shall have, at the time of bidding, the following personnel.
1. A full-time Certified Pest Control Operator-In-Charge (C.P.C.O.). Minimally certified by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in the category of General Household Pest and Rodent Control, as prescribed by law. Bidder shall submit copies of the certificate and current renewal. Bidder shall also submit a notarized statement attesting that the Certified Operator-in-Charge is a full-time employee of the bidding firm and is not employed elsewhere.
- Name of C.P.C.O. _____
- Certificate Number _____
2. Contractor's technicians conducting on-site treatments and inspections must hold current, valid company identification cards, issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. **The Contractor shall provide a sufficient number of competent, trained and properly equipped Technicians, Certified Operators and Support Personnel to provide the service necessary to effectively monitor and control the covered pests at the locations included in this contract.** Bidders shall submit with their bids copies of the current required state-issued Identification cards.
 3. Over the term of this bid, any additions and/or deletions of personnel on the above items must be submitted to the LCSB or designee prior to servicing any LCSB facilities. During the course of this contract and any renewals thereof, when the business license and identification cards expire annually, the Contractor shall submit copies of the current renewals of the business license and identification cards for each employee performing work at LCSB facilities.
- M. **REFERENCES:** The Contractor shall provide references from commercial establishments, which include food service facilities, currently under contract. (see page 28, Customer Reference Form)
- N. **PESTICIDE LABELS AND MATERIAL SAFETY DATA SHEETS:** After approval of the pesticide list, the Contractor shall supply to each facility, the Specimen Label and MSDS for each pesticide that is actually used at that facility. If available, the "end-use dilution" MSDS shall be supplied to the facility. This information shall be provided on letter-size (8 1/2 x 11") format. This information shall be supplied to the Cafeteria Manager, Principal, Site Administrator or their Assigned Designees as specified for the Inspection/Action Reports required to be provided at each service. Each label and MSDS need only be supplied once to each facility, provided no subsequent changes have occurred in the labels or MSDS.
- O. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Bidder further certifies that, if he is the awarded vendor, the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA standard in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) shall accompany any items delivered under a contract resulting from this solicitation. The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards of other risks in the use of the toxic substance, including:
 - a. The potential for fire, explosion, corrosiveness and reactivity.
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance.

- c. The primary route of entry and symptoms of exposure.
 - 3. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
 - 4. The emergency procedure for spills, fire, disposal and first aid.
 - 5. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 6. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- P. **CONTRACTOR'S EQUIPMENT:** LCSB shall not be responsible for the loss or damage to any equipment, pest control materials or devices belonging to the Contractor.
- Q. **LCSB RESPONSIBILITY:** The failure of LCSB to implement the Contractor's recommendations to upgrade sanitation, make repairs or modify personnel practices shall not relieve the Contractor of its requirements in this contract.
- R. **ON SITE PROCEDURE:** All Contractor personnel working in LCSB facilities MUST sign in at the administrative offices or designated area prior to beginning any onsite services. At NO TIME are any contractor personnel to be on site without notifying the proper facility administrators.
- S. **PERSONNEL IDENTIFICATION:** All Contractor personnel working in LCSB facilities shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable and affixed to the uniform in a permanent or semi-permanent manner. **All Contractor personnel, while working at LCSB facilities shall carry their employee identification card, issued by the State of Florida Departments of Agriculture and consumer Services, and show the card when requested. Any and all personnel deployed to school sites as a result of this contract award must meet all of the criminal background check requirements as delineated on page 6, section EE of this ITB.**
- T. **ATTIRE:** Proper attire shall be worn at all times.
- 1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
 - 2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
 - 3. Proper shoes to insure the individual's safety shall be worn at all times.
- U. **SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
- V. **FRATERNIZATION:** The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with the District.

All questions pertaining to these general specifications should be submitted in writing to:

Nancy Scott, Purchasing Agent II,
3397 W. Tharpe St., Tallahassee, Florida, 32304.
850-488-1206 scottn@leon.k12.fl.us

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue Grounds Maintenance Agreement with A&J's Lawn Care

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue monthly grounds maintenance agreement with A&J's Lawn Care (Group #3 - Stewart Street Elementary, Department of Facilities, Bus Garage, Food Service Warehouse, Carter Parramore & Gadsden Technical Institute).

FUND SOURCE: 110

AMOUNT: \$950.00 (monthly)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:49
GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SCHOOL ENGLISH

DEPARTMENT OF FACILITIES

SCHOOL BOARD OF GADSDEN COUNTY

William B. Hunter, Jr.
Director of Facilities
Department of Facilities

805 South Stewart Street
QUINCY, FLORIDA 32351
TEL: (850) 627-9888
FAX: (850) 875-8795
www.gcps.k12.fl.us



CONTRACT FOR GROUNDS MAINTENANCE
CONTINUATION OF AGREEMENT (BID #1516-05)

GROUP #3

(BUS GARAGE, CARTER PARRAMORE ACADEMY,
FOOD SERVICE WAREHOUSE, GADSDEN TECHNICAL INSTITUTE,
DEPARTMENT OF FACILITIES & STEWART STREET ELEMENTARY)

This contract entered into this 1st day of July 2016 is between the School Board of Gadsden County hereinafter called the Department of Facilities located at 805 South Stewart Street, Quincy, Florida and A & J's Lawn Care, located at 2076 Aspalaga Road, Quincy, FL 32351. ***This continuation of agreement is in reference to Bid #1516-05, Board Approved on August 25, 2015 and signed on August 28, 2015.***

This contract will be on a month to month basis until further notification. This contract will be entered into with a bi-weekly service agreement at a rate of \$950.00 per service. The Department of Facilities and/or the Contractor reserve the right to terminate any contract(s) with a 30-day written notice in whole or in part for any reason.

SPECIFICATIONS

Scope for work and schedule are per Bid No. 1516-05 (see attached). Any changes must be Board approved. Contractor must turn in sign off sheets with invoices monthly in order to be paid. This paperwork will be submitted to the Department of Facilities.

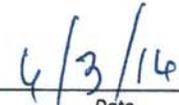
Company Name: A & J's Lawn Care
Attn: Andrew Reed
2076 Aspalaga Road
Quincy, FL 32351



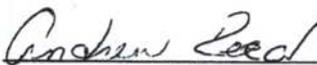
GCPS Signature



Printed Name



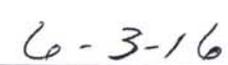
Date



Contractor Signature



Printed Name



Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue Grounds Maintenance Agreement with A&J's Lawn Care

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue monthly grounds maintenance agreement with A&J's Lawn Care (Group #5 – West Gadsden High School & Greensboro Elementary).

FUND SOURCE: 110

AMOUNT: \$700.00 (monthly)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:49
GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

DEPARTMENT OF FACILITIES

SCHOOL BOARD OF GADSDEN COUNTY



"Building A Brighter Future"

William B. Hunter, Jr.
Director of Facilities
Department of Facilities

805 South Stewart Street
QUINCY, FLORIDA 32351
TEL: (850) 627-9888
FAX: (850) 875-8795
www.gcps.k12.fl.us

CONTRACT FOR GROUNDS MAINTENANCE
CONTINUATION OF AGREEMENT (BID #1516-05)
GROUP #5
(GREENSBORO ELEMENTARY
& WEST GADSDEN HIGH SCHOOL)

This contract entered into this 1st day of July is between the School Board of Gadsden County hereinafter called the Department of Facilities located at 805 South Stewart Street, Quincy, Florida and A & J's Lawn Care, located at 2076 Aspalaga Road, Quincy, FL 32351. *This continuation of agreement is in reference to Bid #1516-05, Board Approved on August 25, 2015 and signed on August 28, 2015.*

This contract will be on a month to month basis until further notification. This contract will be entered into with a bi-weekly service agreement at a rate of \$700.00 per service. The Department of Facilities and/or the Contractor reserve the right to terminate any contract(s) with a 30-day written notice in whole or in part for any reason.

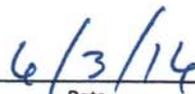
SPECIFICATIONS

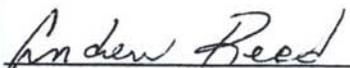
Scope for work and schedule are per Bid No. 1516-05 (see attached). Any changes must be Board approved. Contractor must turn in sign off sheets with invoices monthly in order to be paid. This paperwork will be submitted to the Department of Facilities.

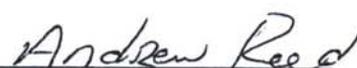
Company Name: A & J's Lawn Care
Attn: Andrew Reed
2076 Aspalaga Road
Quincy, FL 32351


GCPS Signature


Printed Name


Date


Contractor Signature


Printed Name


Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue Grounds Maintenance Agreement with A&J's Lawn Care

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue monthly grounds maintenance agreement with A&J's Lawn Care (Group #1 – Havana Elementary & Havana Middle School)

FUND SOURCE: 110

AMOUNT: \$700.00 (monthly)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

216 JUN 22 AM 7:40

GALUSFIN SCHOOL BOARD
OFFICE OF ASSISTANT
COMPTROLLER

DEPARTMENT OF FACILITIES

SCHOOL BOARD OF GADSDEN COUNTY



"Building A Brighter Future"

William B. Hunter, Jr.
Director of Facilities
Department of Facilities

805 South Stewart Street
QUINCY, FLORIDA 32351
TEL: (850) 627-9888
FAX: (850) 875-8795
www.gcps.k12.fl.us

CONTRACT FOR GROUNDS MAINTENANCE
CONTINUATION OF AGREEMENT (BID #1516-05)
GROUP #1
(HAVANA ELEMENTARY SCHOOL
- AS LONG AS SCHOOL BOARD MAINTAINS OWNERSHIP
& HAVANA MIDDLE SCHOOL)

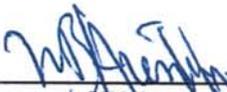
This contract entered into this 1st day of July 2016 is between the School Board of Gadsden County hereinafter called the Department of Facilities located at 805 South Stewart Street, Quincy, Florida and A & J's Lawn Care, located at 2076 Aspalaga Road, Quincy, FL 32351. This continuation of agreement is in reference to Bid #1516-05, Board Approved on August 25, 2015 and signed on August 28, 2015.

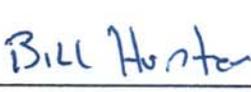
This contract will be on a month to month basis until further notification. This contract will be entered into with a bi-weekly service agreement at a rate of \$700.00 per service. The Department of Facilities and/or the Contractor reserve the right to terminate any contract(s) with a 30-day written notice in whole or in part for any reason.

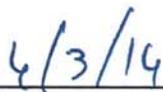
SPECIFICATIONS

Scope for work and schedule are per Bid No. 1516-05 (attached). Any changes must be Board approved. Contractor must turn in sign off sheets with invoices monthly in order to be paid. This paperwork will be submitted to the Department of Facilities.

Company Name: A & J's Lawn Care
Attn: Andrew Reed
2076 Aspalaga Road
Quincy, FL 32351

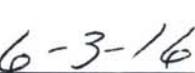

GCPS Signature


Printed Name


Date


Contractor Signature


Printed Name


Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8j

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue Grounds Maintenance Agreement with Complete Yard Service

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue monthly grounds maintenance agreement with Complete Yard Service (Group #4 - Gretna Elementary, Chattahoochee Elementary & St. John Elementary).

FUND SOURCE: 110

AMOUNT: \$675.00 (monthly)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:50
GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

DEPARTMENT OF FACILITIES

SCHOOL BOARD OF GADSDEN COUNTY



"Building A Brighter Future"

Bill Hunter
Director of Facilities
Department of Facilities

805 South Stewart Street
QUINCY, FLORIDA 32351
TEL: (850) 827-9888
FAX: (850) 875-8795
www.gcps.k12.fl.us

CONTRACT FOR GROUNDS MAINTENANCE

CONTINUATION OF AGREEMENT

MIKE BRYANT LAWN CARE
(MAX D. WALKER BUILDING)

This contract entered into this 1st day of July 2016 is between the School Board of Gadsden County hereinafter called the Department of Facilities located at 805 South Stewart Street, Quincy, Florida and Mike Bryant Lawn Care whose address is 149 Ranch Road, Quincy, FL 32351.

This contract will be on a month to month basis until further notification. This contract will be entered into with a bi-weekly service agreement at a rate of \$250.00 per service. The Department of Facilities and/or the Contractor reserve the right to terminate any contract(s) with a 30-day written notice in whole or in part for any reason.

SPECIFICATIONS

Scope for work and schedule are per the previous agreement (see attached). Any changes must be approved by Bill Hunter, Director of Facilities. Contractor must turn in sign off sheets with invoices monthly, in order to be paid. This paperwork will be submitted to the Department of Facilities.

Company Name: *Mike Bryant Lawn Care*
149 Ranch Road
Quincy, FL 32351



GCPS Signature

Bill Hunter

Printed Name

6/3/14

Date



Contractor Signature

Michael Bryant

Printed Name

6-3-16

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 81

Date of School Board Meeting: June 28, 2016

TITLE OF AGENDA ITEM: Continue Grounds Maintenance Agreement with Val's Lawn Care

DIVISION: Department of Facilities
(Example: Secondary Education, Property Records, etc.)

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to continue monthly grounds maintenance agreement with Val's Lawn Care (Group #6 – East Gadsden High School).

FUND SOURCE: 110

AMOUNT: \$1950.00 (monthly)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

2016 JUN 22 AM 7:50
GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

DEPARTMENT OF FACILITIES

SCHOOL BOARD OF GADSDEN COUNTY



"Building A Brighter Future"

William B. Hunter, Jr.
Director of Facilities
Department of Facilities

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QUINCY, FLORIDA 32351
TEL: (850) 627-9888
FAX: (850) 875-8795
www.gcps.k12.fl.us

CONTRACT FOR GROUNDS MAINTENANCE
CONTINUATION OF AGREEMENT (BID #1516-05)
GROUP #6
(EAST GADSDEN HIGH SCHOOL)

This contract entered into this 1st day of July 2016 is between the School Board of Gadsden County hereinafter called the Department of Facilities located at 805 South Stewart Street, Quincy, Florida and Val's Lawn Care located at 9065 Hidden Creek Lane, Tallahassee, FL 32311. This continuation of agreement is in reference to Bid #1516-05, Board Approved on August 25, 2015 and signed on August 28, 2015.

This contract will be on a month to month basis until further notification. This contract will be entered into with a bi-weekly service agreement at a rate of \$975.00 per service. The Department of Facilities and/or the Contractor reserve the right to terminate any contract(s) with a 30-day written notice in whole or in part for any reason.

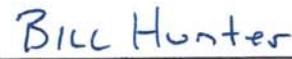
SPECIFICATIONS

Scope for work and schedule are per Bid No. 1516-05 (see attached). Any changes must be Board approved. Contractor must turn in sign off sheets with invoices monthly in order to be paid. This paperwork will be submitted to the Department of Facilities.

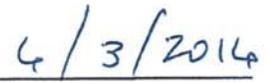
Company Name: Val's Lawn Care
Attn: Val Pelayo
9065 Hiddencreek Lane
Tallahassee, FL 32311



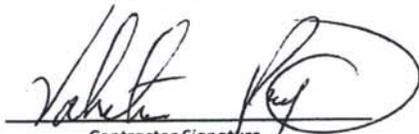
G&PS Signature



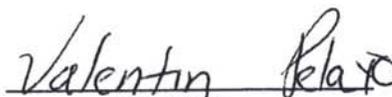
Printed Name



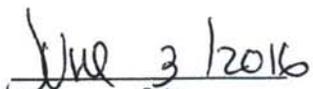
Date



Contractor Signature



Printed Name



Date

GADSDEN COUNTY SCHOOLS

2016-2017

District Assessment Calendar

**This is a DRAFT
copy of the
2016-2017
District
Assessment
Calendar**



Mr. Reginald C. James, Superintendent
Dr. Pink Hightower, Deputy Superintendent
Ms. Caroline McKinnon, District Assessment Coordinator

August 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--------------------------------------|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 FIRST DAY OF SCHOOL | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

September 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--|-----|-----|-----|--|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 LABOR DAY | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 FSA End-of-Course Assessments & NGSSS Algebra 1 Retake, Biology 1, Civics, and U.S. History BEGIN | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 FSA End-of-Course Assessments & NGSSS Algebra 1 Retake, Biology 1, Civics, and U.S. History END | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

October 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--|-----|-----|-----|---|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 FSA ELA Grade 10 RETAKE-Writing/ FSA ELA Grade 10 Reading/FCAT 2.0 Reading RETAKE BEGIN | 11 | 12 | 13 | 14 TEACHER PLANNING DAY | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 FSA ELA Grade 10 RETAKE – Writing/FCAT 2.0 Reading RETAKE END | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 FSA ELA Grade 10 RETAKE-Reading ENDS | 29 |
| 30 | 31 | | | | | |

November 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|------------------------------|-----|--|-----|-----|--------------------------------|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 VETERAN'S DAY | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| THANKSGIVING HOLIDAYS | | | | | | |
| 27 | 28 | 29 Winter Testing BEGINS FSA Algebra 1, Geometry, Algebra 2 NGSSS Algebra 1 Retake, Biology 1, Civics, U.S. History | 30 | | | |

December 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---------------------|-----|-----|-----|-----|---|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 Winter Testing ENDS FSA Algebra 1, Geometry, Algebra 2, NGSSS Algebra 1 RETAKE, Biology 1, Civics, U.S. History | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| WINTER BREAK | | | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| WINTER BREAK | | | | | | |

January 2017

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--|-----|-------------------------|-----|-----|-----|
| 1 | 2 | 3 | 4 STUDENTS RETURN | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 MARTIN LUTHER KING, JR. HOLIDAY | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

February 2017

• FSA ELA Grade 10 RETAKE– Writing: February 27-March 9

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|--|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 <u>FSA-ELA-Writing</u> <u>Component</u> Grades 4-7 <u>FSA ELA-Writing</u> <u>Component</u> Grades 8-10 <i>CBT Begins</i> | | | | |

March 2017

- FSA ELA Grade 10 RETAKE-Reading: March 27-April 7
- FCAT 2.0 Grade 10 Reading RETAKE: March 27-April 7
- NGSSS Algebra 1 RETAKE: March 27-April 7

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---------------------|-----|--|--|---|--|-----|
| | | | 1 | 2 | 3 <u>FSA-ELA-Writing</u> <u>Component</u> Grades 4-7 <i>ENDS</i> | 4 |
| 5 | 6 | 7 | 8 | 9 <u>FSA ELA-Writing</u> <u>Component</u> Grades 8-10 <i>ENDS</i> | 10 TEACHER PLANNING DAY | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| SPRING BREAK | | | | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 <u>FSA ELA</u> Grade 3 Session 1 | 29 <u>FSA ELA</u> Grade 3 Session 2 | 30 | 31 | |

April 2017

- FSA Algebra 1, Geometry, Algebra 2: April 17-May 5
- NGSSS Biology 1, Civics, U.S. History: April 17-May 19

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---|---|--|--|--|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 <u>FSA ELA</u> Grade 4: Session 1 Grade 6: Session 1 Grade 9: Session 1 | 11 <u>FSA ELA</u> Grade 4: Session 2 Grade 6: Session 2 Grade 9: Session 2 | 12 <u>FSA ELA</u> Grade 5: Session 1 Grade 7: Session 1 Grade 8: Session 1 | 13 <u>FSA ELA</u> Grade 5: Session 2 Grade 7: Session 2 Grade 8: Session 2 | 14 | 15 |
| 16 | 17 <u>FSA ELA</u> Grade 10: Session 1 FSA & NGSSS EOC Assessments BEGIN | 18 <u>FSA ELA</u> Grade 10: Session 2 <u>FSA MATH</u> Grade 3: Session 1 Grade 6: Session 1 | 19 <u>FSA MATH</u> Grade 3: Session 2 Grade 6: Sessions 2 & Session 3 | 20 <u>FSA MATH</u> Grade 7: Session 1 | 21 <u>FSA MATH</u> Grade 7: Session 2 & Session 3 | 22 |
| 23 | 24 <u>FSA MATH</u> Grade 4: Session 1 Grade 8: Session 1 | 25 <u>FSA MATH</u> Grade 4: Session 2 Grade 8: Session 2 & Session 3 | 26 <u>FSA MATH</u> Grade 5: Session 1 | 27 <u>FSA MATH</u> Grade 5: Session 2 | 28 | 29 |
| 30 | | | | | | |

May 2017

- FSA Algebra 1, Geometry, Algebra 2: April 17-May 5
- NGSSS Biology 1, Civics, U.S. History: April 17-May 19

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-------------------------------------|--|--|-----|---|-----|
| | 1 | 2 GRADE 5 SCIENCE: Session 1 GRADE 8: SCIENCE Session 1 & Session 2 | 3 GRADE 5 SCIENCE: Session 2 | 4 | 5 FSA Algebra 1, Geometry & Algebra 2 ENDS | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 NGSSS Biology 1, Civics, U.S. History ENDS | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 MEMORIAL DAY | 30 | 31 | | | |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9B

DATE OF SCHOOL BOARD MEETING: June 28, 2016

TITLE OF AGENDA ITEM: Medical Physicals 2016-2017

DIVISION: Administration Transportation

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: Recommended physicians to examine bus operators and certain personnel for a recommended fee of \$85.00 per examination.

Allied Health & Rehabilitation Quincy, FL
Martine Charles, Dr. of Chiropractic

Cardiology and Internal Medicine Quincy, FL
Helen Nitsios, MD

FUND SOURCE: 110
AMOUNT: \$7,500.00
PREPARED BY: Gerald A. Gay *GA*
POSITION: Director of Transportation

2016 JUN 16 PM 1:42
GAUDIN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

GADSDEN COUNTY SCHOOLS

Transportation Department

May 26, 2016

Transporting Gadsden County's Future

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2016-2017.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$85.00 SCHOOL BOARD APPROVED FEE PER PHYSICAL EXAMINATION.
(Billing will be paid through purchase order)

DRUG AND ALCOHOL TESTING EXCLUDED
DEXTERITY TESTING SECTION EXCLUDED

ALLIED HEALTH & REHABILITATION

MARTINE CHARLES, DR of CHIROPRACTIC

Physician's Name or Group

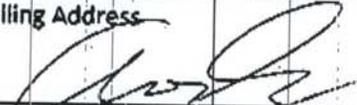
(Please print or type)

405 EAST JEFFERSON STREET, QUINCY, FL 32351

(850) 662-1540

Mailing Address

Telephone Number


Signature of Physician or Business Manager

5/31/16
Date

PLEASE RETURN THIS FORM NO LATER THAN FRIDAY, JUNE 10, 2016

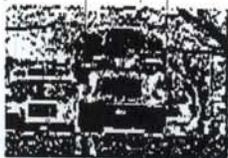
TO THE FOLLOWING ADDRESS:

MR. GERALD A. GAY, DIRECTOR OF TRANSPORTATION

35 MARTIN LUTHER KING, JR. BLVD.

QUINCY, FL 32351

FAX NUMBER - 850-875-8895



Gerald A. Gay, III
Director of Transportation
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351.

PHONE (850) 627-6858
FAX (850) 875-8895
EMAIL gayg@gcpsmail.com
WEB SITE www.gads.k12.fl.us/



(1)

GADSDEN COUNTY SCHOOLS

Transportation Department

May 26, 2016

Transporting Gadsden County's Future

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2016-2017.

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\$85.00 SCHOOL BOARD APPROVED FEE PER PHYSICAL EXAMINATION.
(Billing will be paid through purchase order)

DRUG AND ALCOHOL TESTING EXCLUDED
DEXTERITY TESTING SECTION EXCLUDED

CARDIOLOGY AND INTERNAL MEDICINE GROUP OF N.FL.PA
Physician's Name or Group

HELEN NITSIOS, M.D.
(Please print or type)

230 EAST CRAWFORD STREET, QUINCY, FL 32351
Mailing Address

(850) 627-7600
Telephone Number

[Signature]
Signature of Physician or Business Manager

Helen Nitsios

6/2/16
Date

PLEASE RETURN THIS FORM NO LATER THAN FRIDAY, JUNE 10, 2016

TO THE FOLLOWING ADDRESS:

MR. GERALD A. GAY, DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.

QUINCY, FL 32351

FAX NUMBER - 850-875-8895



Gerald A. Gay, III
Director of Transportation
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

PHONE (850) 627-6858
FAX (850) 875-8895
EMAIL gayg@gcpsmail.com
WEB SITE www.gcps.k12.fl.us/



(2)

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10A

DATE OF SCHOOL BOARD MEETING: June 28, 2016

TITLE OF AGENDA ITEM: Request to Advertise – Notice of Intent to Amend a Policy

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

F.S. Chapter 120 requires and annual review and adoption of the Gadsden County School District’s Code of Student Conduct. Permission is requested to advertise the Notice of Intent.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Pink Hightower, Ph.D.

POSITION: Deputy Superintendent

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered

CHAIRMAN’S SIGNATURE: page(s) numbered

REVIEWED BY:

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
NOTICE OF INTENT TO AMEND A POLICY**

DATE OF THIS NOTICE: June 28, 2016

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend Gadsden County School Board Policy Numbered 5500 (Student Conduct).

PURPOSE AND EFFECT: The purpose and effect of this policy revision is to comply with Florida Administrative Code No. 6A-7.0411.

RULEMAKING AUTHORITY: Subsection 1000.41, and 1000.43, Florida Statutes

LAWS IMPLEMENTED: 1000.40, 1000.42, and 1000.43, 1003.31 Florida Statutes

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to amend Policy Numbered 5500 (Code of Student Conduct) for an annual adoption of the Code of Student Conduct as required by F.S. Chapter 120.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.
ON:** Tuesday, July 26, 2016

PLACE: Max D. Walker School Administration Building
35 Martin Luther King, Jr., Blvd.
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NAME OF THE PERSON ORIGINATING THIS RULE: Dr. Pink Hightower
Deputy Superintendent

NAME OF THE PERSON WHO APPROVED THIS RULE: Reginald C. James
Superintendent of Schools

DATE OF SUCH APPROVAL: June 28, 2016

A COPY OF THE POLICY PROPOSED FOR AMENDMENT MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Reginald C. James, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

The School Board of Gadsden County Bylaws & Policies

Unless a specific policy has been amended and the date of the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Gadsden County were adopted on June 25, 2013, and were in effect beginning June 26, 2013.

5500 - STUDENT CONDUCT

Respect for law and for those persons in authority shall be expected of all students. This includes conformity to school rules as well as general provisions of law affecting students. Respect for the rights of others, consideration of their privileges, and cooperative citizenship shall also be expected of all members of the school community.

Respect for real and personal property; pride in one's work; achievement within the range of one's ability; and exemplary personal standards of courtesy, decency, and honesty shall be maintained in the schools of this District.

The School Board has zero tolerance for conduct that poses a serious threat to school safety. Zero tolerance policies must apply equally to all students, and are not intended to be rigorously applied to petty acts of misconduct and misdemeanors. This zero tolerance policy does not require the reporting of petty acts of misconduct and misdemeanors to a law enforcement agency. Petty acts of misconduct, include, but are not limited to, disorderly conduct, disrupting a school function, simple assault or battery, verbal abuse or use of profanity, cheating, theft of less than \$300, trespassing, and vandalism of less than \$1,000, possession or use of tobacco, and other school-based offenses delineated in the Student Code of Conduct.

Florida law requires that students found to have committed one of the following offenses:

- A. bringing a firearm or weapon, as defined in F.S. Chapter 790, to school, to any school function, or onto any school-sponsored transportation, or possessing a firearm at school; or
- B. making a threat or false report, as defined by F.S. 790.162 and 790.163, involving school or school personnel's property, school transportation, or a school-sponsored activity;

shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year, and that the student shall be referred to the criminal justice or juvenile justice system.

The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request that the Board modify the requirement by assigning a student to a disciplinary program or second chance school. The Superintendent's request for modification must be in writing, and the Board may approve the request if it is determined to be in the best interest of the student and the school system. If a student committing either of the offenses enumerated above is a student who has a disability, the Board shall comply with applicable State Board of Education rules for discipline of such students.

The District shall enter into agreements with local law enforcement specifying procedures so that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency having jurisdiction.

Those acts that pose a serious threat to school safety include, but are not limited to,:

- A. possession of firearms or other weapons
- B. placing, discharging, or throwing an explosive item or noxious substance or making threats to do so
- C. arson
- D. felony assault

- E. violations of the rules regarding possession of alcohol and/or illegal drugs in the Board-adopted Student Code of Conduct

Notwithstanding any other provision of Board policy, pursuant to F.S. 1006.13(5), any student found to have committed an act of assault or aggravated assault, or battery or aggravated battery, on any elected official of the School District, teacher, administrator, or other School District personnel, shall be recommended for expulsion or placement in an alternative school setting, as appropriate, for a minimum period of one (1) year. Upon being charged with such offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.

The Code of Student Conduct that is adopted annually shall provide for review of a decision to suspend or expel a student pursuant to this policy and the Code, consistent with F.S. 1006.07.

Furthermore, if the Board receives notice from the Department of Juvenile Justice, as required by law, that a student enrolled in the District has been adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or *nolo contendere* to, a felony violation as set forth in F.S. 1006.13(6)(a), the Board shall, pursuant to State law and the adopted cooperative agreement with the Department of Juvenile Justice, require that any no contact order entered by a court be enforced and that all of the necessary steps be taken to protect the victim of the offense, or a sibling of the victim.

The principal, a teacher, or any other staff member may temporarily detain and question a student when circumstances indicate that such student has committed, is committing, or is about to commit a violation of Florida statutes or Board rules. Any activity involving student detention, search, and seizure shall be in accordance with procedures set forth in the *Code of Student Conduct*. Students may be subject to discipline for violation of the *Code of Student Conduct* even if that conduct occurs on property not owned or controlled by the Board but that is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

The principal shall ensure that all school personnel are properly informed as to their responsibilities regarding crime reporting, that appropriate delinquent acts and crimes are properly reported, and that actions taken in cases with special circumstances are properly taken and documented.

Student conduct shall be governed by the rules and provisions set forth in the *Code of Student Conduct* that is reviewed and adopted annually in accordance with F.S. Chapter 120.

F.S. 1006.07, 1006.13

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[Chapter 1006](#)
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1006.07 District school board duties relating to student discipline and school safety.—The district school board shall provide for the proper accounting for all students, for the attendance and control of students at school, and for proper attention to health, safety, and other matters relating to the welfare of students, including:

(1) CONTROL OF STUDENTS.—

(a) Adopt rules for the control, discipline, in-school suspension, suspension, and expulsion of students and decide all cases recommended for expulsion. Suspension hearings are exempted from the provisions of chapter 120. Expulsion hearings shall be governed by ss. [120.569](#) and [120.57\(2\)](#) and are exempt from s. [286.011](#). However, the student's parent must be given notice of the provisions of s. [286.011](#) and may elect to have the hearing held in compliance with that section. The district school board may prohibit the use of corporal punishment, if the district school board adopts or has adopted a written program of alternative control or discipline.

(b) Require each student at the time of initial registration for school in the school district to note previous school expulsions, arrests resulting in a charge, and juvenile justice actions the student has had, and have the authority as the district school board of a receiving school district to honor the final order of expulsion or dismissal of a student by any in-state or out-of-state public district school board or private school, or lab school, for an act which would have been grounds for expulsion according to the receiving district school board's code of student conduct, in accordance with the following procedures:

1. A final order of expulsion shall be recorded in the records of the receiving school district.
2. The expelled student applying for admission to the receiving school district shall be advised of the final order of expulsion.
3. The district school superintendent of the receiving school district may recommend to the district school board that the final order of expulsion be waived and the student be admitted to the school district, or that the final order of expulsion be honored and the student not be admitted to the school district. If the student is admitted by the district school board, with or without the recommendation of the district school superintendent, the student may be placed in an appropriate educational program at the direction of the district school board.

(2) CODE OF STUDENT CONDUCT.—Adopt a code of student conduct for elementary schools and a code of student conduct for middle and high schools and distribute the appropriate code to all teachers, school personnel, students, and parents, at the beginning of every school year. Each code shall be organized and written in language that is understandable to students and parents and shall be discussed at the beginning of every school year in student classes, school advisory council meetings, and parent and teacher association or organization meetings. Each code shall be based on the rules governing student conduct and discipline adopted by the district school board and shall be made available in the student handbook or similar publication. Each code shall include, but is not limited to:

(a) Consistent policies and specific grounds for disciplinary action, including in-school suspension, out-of-school suspension, expulsion, and any disciplinary action that may be imposed for the possession or use of alcohol on school property or while attending a school function or for the illegal use, sale, or possession of controlled substances as defined in chapter 893.

(b) Procedures to be followed for acts requiring discipline, including corporal punishment.

(c) An explanation of the responsibilities and rights of students with regard to attendance, respect for persons and property, knowledge and observation of rules of conduct, the right to learn, free speech and student publications, assembly, privacy, and participation in school programs and activities.

(d)1. An explanation of the responsibilities of each student with regard to appropriate dress, respect for self and others, and the role that appropriate dress and respect for self and others has on an orderly learning environment. Each district school board shall adopt a dress code policy that prohibits a student, while on the grounds of a public school during the regular school day, from wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment.

2. Any student who violates the dress policy described in subparagraph 1. is subject to the following disciplinary actions:

a. For a first offense, a student shall be given a verbal warning and the school principal shall call the student's parent or guardian.

b. For a second offense, the student is ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal shall meet with the student's parent or guardian.

c. For a third or subsequent offense, a student shall receive an in-school suspension pursuant to s. 1003.01(5) for a period not to exceed 3 days, the student is ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal shall call the student's parent or guardian and send the parent or guardian a written letter regarding the student's in-school suspension and ineligibility to participate in extracurricular activities.

(e) Notice that illegal use, possession, or sale of controlled substances, as defined in chapter 893, by any student while the student is upon school property or in attendance at a school function is grounds for disciplinary action by the school and may also result in criminal penalties being imposed.

(f) Notice that use of a wireless communications device includes the possibility of the imposition of disciplinary action by the school or criminal penalties if the device is used in a criminal act. A student may possess a wireless communications device while the student is on school property or in attendance at a school function. Each district school board shall adopt rules governing the use of a wireless communications device by a student while the student is on school property or in attendance at a school function.

(g) Notice that the possession of a firearm or weapon as defined in chapter 790 by any student while the student is on school property or in attendance at a school function is grounds for disciplinary action and may also result in criminal prosecution. Simulating a firearm or weapon while playing or wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment to the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system under this section or s. 1006.13. Simulating a firearm or weapon while playing includes, but is not limited to:

1. Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon.
2. Possessing a toy firearm or weapon that is 2 inches or less in overall length.
3. Possessing a toy firearm or weapon made of plastic snap-together building blocks.
4. Using a finger or hand to simulate a firearm or weapon.
5. Vocalizing an imaginary firearm or weapon.
6. Drawing a picture, or possessing an image, of a firearm or weapon.

7. Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon.

However, a student may be subject to disciplinary action if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of consequences imposed upon a student, including referral to the criminal justice or juvenile justice system, must be proportionate to the severity of the infraction and consistent with district school board policies for similar infractions. If a student is disciplined for such conduct, the school principal or his or her designee must call the student's parent. Disciplinary action resulting from a student's clothing or accessories shall be determined pursuant to paragraph (d) unless the wearing of the clothing or accessory causes a substantial disruption to student learning, in which case the infraction may be addressed in a manner that is consistent with district school board policies for similar infractions. This paragraph does not prohibit a public school from adopting a school uniform policy.

(h) Notice that violence against any district school board personnel by a student is grounds for in-school suspension, out-of-school suspension, expulsion, or imposition of other disciplinary action by the school and may also result in criminal penalties being imposed.

(i) Notice that violation of district school board transportation policies, including disruptive behavior on a school bus or at a school bus stop, by a student is grounds for suspension of the student's privilege of riding on a school bus and may be grounds for disciplinary action by the school and may also result in criminal penalties being imposed.

(j) Notice that violation of the district school board's sexual harassment policy by a student is grounds for in-school suspension, out-of-school suspension, expulsion, or imposition of other disciplinary action by the school and may also result in criminal penalties being imposed.

(k) Policies to be followed for the assignment of violent or disruptive students to an alternative educational program.

(l) Notice that any student who is determined to have brought a firearm or weapon, as defined in chapter 790, to school, to any school function, or onto any school-sponsored transportation, or to have possessed a firearm at school, will be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year and referred to the criminal justice or juvenile justice system. District school boards may assign the student to a disciplinary program or second chance school for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

(m) Notice that any student who is determined to have made a threat or false report, as defined by ss. [790.162](#) and [790.163](#), respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity will be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year and referred for criminal prosecution. District school boards may assign the student to a disciplinary program or second chance school for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if it is determined to be in the best interest of the student and the school system.

(3) **STUDENT CRIME WATCH PROGRAM.**—By resolution of the district school board, implement a student crime watch program to promote responsibility among students and to assist in the control of criminal behavior within the schools.

(4) **EMERGENCY DRILLS; EMERGENCY PROCEDURES.—**

(a) Formulate and prescribe policies and procedures for emergency drills and for actual emergencies, including, but not limited to, fires, natural disasters, and bomb threats, for all the public schools of the district which comprise grades K-12. District school board policies shall include commonly used alarm system responses for specific types of emergencies and verification by each school that drills have been provided as required by law and fire protection codes. The emergency response agency that is responsible for notifying the school district for each type of emergency must be listed in the district's emergency response policy.

(b) Establish model emergency management and emergency preparedness procedures, including emergency notification procedures pursuant to paragraph (a), for the following life-threatening emergencies:

1. Weapon-use and hostage situations.
2. Hazardous materials or toxic chemical spills.
3. Weather emergencies, including hurricanes, tornadoes, and severe storms.
4. Exposure as a result of a manmade emergency.

(5) **EDUCATIONAL SERVICES IN DETENTION FACILITIES.—**Offer educational services to minors who have not graduated from high school and eligible students with disabilities under the age of 22 who have not graduated with a standard diploma or its equivalent who are detained in a county or municipal detention facility as defined in s. 951.23. These educational services shall be based upon the estimated length of time the student will be in the facility and the student's current level of functioning. District school superintendents or their designees shall be notified by the county sheriff or chief correctional officer, or his or her designee, upon the assignment of a student under the age of 21 to the facility. A cooperative agreement with the district school board and applicable law enforcement units shall be developed to address the notification requirement and the provision of educational services to these students.

(6) **SAFETY AND SECURITY BEST PRACTICES.—**Use the Safety and Security Best Practices developed by the Office of Program Policy Analysis and Government Accountability to conduct a self-assessment of the school districts' current safety and security practices. Based on these self-assessment findings, the district school superintendent shall provide recommendations to the district school board which identify strategies and activities that the district school board should implement in order to improve school safety and security. Annually each district school board must receive the self-assessment results at a publicly noticed district school board meeting to provide the public an opportunity to hear the district school board members discuss and take action on the report findings. Each district school superintendent shall report the self-assessment results and school board action to the commissioner within 30 days after the district school board meeting.

History.—s. 277, ch. 2002-387; s. 1, ch. 2004-272; s. 2, ch. 2010-204; s. 11, ch. 2011-51; s. 1, ch. 2011-103; s. 1, ch. 2013-63; s. 1, ch. 2014-219.

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1006.13 Policy of zero tolerance for crime and victimization.—

(1) It is the intent of the Legislature to promote a safe and supportive learning environment in schools, to protect students and staff from conduct that poses a serious threat to school safety, and to encourage schools to use alternatives to expulsion or referral to law enforcement agencies by addressing disruptive behavior through restitution, civil citation, teen court, neighborhood restorative justice, or similar programs. The Legislature finds that zero-tolerance policies are not intended to be rigorously applied to petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances. The Legislature finds that zero-tolerance policies must apply equally to all students regardless of their economic status, race, or disability.

(2) Each district school board shall adopt a policy of zero tolerance that:

(a) Defines criteria for reporting to a law enforcement agency any act that occurs whenever or wherever students are within the jurisdiction of the district school board.

(b) Defines acts that pose a serious threat to school safety.

(c) Defines petty acts of misconduct.

(d) Minimizes the victimization of students, staff, or volunteers, including taking all steps necessary to protect the victim of any violent crime from any further victimization.

(e) Establishes a procedure that provides each student with the opportunity for a review of the disciplinary action imposed pursuant to s. [1006.07](#).

(3) Zero-tolerance policies must require students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system.

(a) Bringing a firearm or weapon, as defined in chapter 790, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.

(b) Making a threat or false report, as defined by ss. [790.162](#) and [790.163](#), respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity.

District school boards may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student who has a disability, the district school board shall comply with applicable State Board of Education rules.

(4)(a) Each district school board shall enter into agreements with the county sheriff's office and local police department specifying guidelines for ensuring that acts that pose a serious threat to school safety,

whether committed by a student or adult, are reported to a law enforcement agency.

(b) The agreements must include the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes.

(c) Zero-tolerance policies do not require the reporting of petty acts of misconduct and misdemeanors to a law enforcement agency, including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300, trespassing, and vandalism of less than \$1,000.

(d) The school principal shall ensure that all school personnel are properly informed as to their responsibilities regarding crime reporting, that appropriate delinquent acts and crimes are properly reported, and that actions taken in cases with special circumstances are properly taken and documented.

(5) Notwithstanding any other provision of law, each district school board shall adopt rules providing that any student found to have committed any offense in s. 784.081(1), (2), or (3) shall be expelled or placed in an alternative school setting or other program, as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.

(6)(a) Notwithstanding any provision of law prohibiting the disclosure of the identity of a minor, whenever any student who is attending a public school is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or nolo contendere to, a felony violation of:

1. Chapter 782, relating to homicide;
2. Chapter 784, relating to assault, battery, and culpable negligence;
3. Chapter 787, relating to kidnapping, false imprisonment, luring or enticing a child, and custody offenses;
4. Chapter 794, relating to sexual battery;
5. Chapter 800, relating to lewdness and indecent exposure;
6. Chapter 827, relating to abuse of children;
7. Section 812.13, relating to robbery;
8. Section 812.131, relating to robbery by sudden snatching;
9. Section 812.133, relating to carjacking; or
10. Section 812.135, relating to home-invasion robbery,

and, before or at the time of such adjudication, withholding of adjudication, or plea, the offender was attending a school attended by the victim or a sibling of the victim of the offense, the Department of Juvenile Justice shall notify the appropriate district school board of the adjudication or plea, the requirements in this paragraph, and whether the offender is prohibited from attending that school or riding on a school bus whenever the victim or a sibling of the victim is attending the same school or riding on the same school bus, except as provided pursuant to a written disposition order under s. 985.455(2). Upon receipt of such notice, the district school board shall take appropriate action to effectuate the provisions in paragraph (b).

(b) Each district school board shall adopt a cooperative agreement with the Department of Juvenile Justice which establishes guidelines for ensuring that any no contact order entered by a court is reported and enforced and that all of the necessary steps are taken to protect the victim of the offense. Any offender described in paragraph (a), who is not exempted as provided in paragraph (a), may not attend any school attended by the victim or a sibling of the victim of the offense or ride on a school bus on which the victim or a sibling of the victim is riding. The offender shall be permitted by the district school board to attend another

school within the district in which the offender resides, only if the other school is not attended by the victim or sibling of the victim of the offense; or the offender may be permitted by another district school board to attend a school in that district if the offender is unable to attend any school in the district in which the offender resides.

(c) If the offender is unable to attend any other school in the district in which the offender resides and is prohibited from attending a school in another school district, the district school board in the school district in which the offender resides shall take every reasonable precaution to keep the offender separated from the victim while on school grounds or on school transportation. The steps to be taken by a district school board to keep the offender separated from the victim must include, but are not limited to, in-school suspension of the offender and the scheduling of classes, lunch, or other school activities of the victim and the offender so as not to coincide.

(d) The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the district school board.

(7) Any disciplinary or prosecutorial action taken against a student who violates a zero-tolerance policy must be based on the particular circumstances of the student's misconduct.

(8) School districts are encouraged to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety.

History.—s. 283, ch. 2002-387; s. 129, ch. 2006-120; s. 3, ch. 2009-53.



Jane Butler <butlerj@gcpsmail.com>

Fwd: Possible NCAA District Inclusion

1 message

Mary Davis <davism@gcpsmail.com>
To: Jane Butler <butlerj@gcpsmail.com>

Wed, May 25, 2016 at 12:10 PM

Please see that Dr. Hightower request and completes form.
Per Superintendent James
Thanks,
Mary

----- Forwarded message -----

From: **Keith Dowdell** <dowdellk@gcpsmail.com>
Date: Wed, May 25, 2016 at 12:09 PM
Subject: Fwd: Possible NCAA District Inclusion
To: Mary Davis <davism@gcpsmail.com>

FYI

We have received information that indicates that your school is a part of GADSDEN COUNTY SCHOOL DISTRICT (NCAA District 0716). In order to include your school in the GADSDEN COUNTY SCHOOL DISTRICT, please have the NCAA contact from your district call the NCAA Customer Service line at [877/622-2321](tel:8776222321) and request the District Information Form. Once this form is returned, your school can be added. Thank you.

This email and any attachments may contain NCAA confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return email, delete this message and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.



"Building A Brighter Future"

Gadsden County Public Schools

2016-2017 STUDENT CODE OF CONDUCT

DRRAFT

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Board Approved
00/00/0000

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The School Board of Gadsden County



"Building A Brighter Future"

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SUPERINTENDENT'S MESSAGE

In order for the Gadsden County School District to perform effectively, we must operate within a system of rules. These rules are written in the **Code of Student Conduct** to ensure a safe learning environment for the students who attend our schools. We know that there are many factors which contribute to discipline problems in a school; consequently, schools have the responsibility to encourage, promote, and maintain effective disciplinary practices.

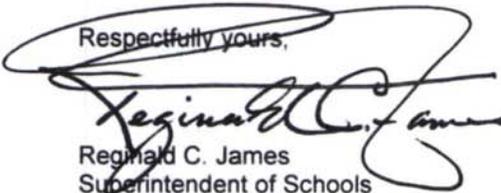
The contents of this document apply to all students in grades **PreK-12**, unless otherwise stated. The information contained in the **Code of Student Conduct** is written specifically to ensure that each student associated with school activities has positive experiences in a safe learning environment.

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain the exact Florida Statutes referenced herein, a copy of those statutes can be obtained from the district office at 35 Martin Luther King, Jr. Boulevard in Quincy upon request or viewed on the State of Florida website at <http://www.flsenate.gov/statutes>.

The administrators and school personnel will continue to promote and maintain the kind of discipline that will foster a *healthy dose* of intervention, prevention, and the encouragement to discontinue those behaviors that are not acceptable to a safe learning environment. As we continue to find ways to make all of our schools safer, we realize that consequences for inappropriate behavior must be fair, consistent, and comply with policies as conflicts are resolved and undesirable behavior is modified.

Please read and thoroughly discuss this document with your child. Help us maintain the safe school status which we all desire throughout our district. As we work together to build a brighter future, we want to ensure that each student will have positive experiences in a safe learning environment.

Respectfully yours,



Reginald C. James
Superintendent of Schools

DISTRICT NO. 1
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VISION

The Gadsden County Public School District is committed to working together to *"Build A Brighter Future"* for our boys and girls.

We, the partners for excellence, recognize the need for multicultural awareness and education and envision that schools, communities, and parents/guardians will cooperatively embrace one another to offer an educational program that will meet the needs of students, parents/guardians, and the community. We further believe that ALL children can learn, and we envision that schools, using new and emerging technologies in conjunction with traditional approaches, will provide academic, intellectual, emotional, psychological, physical, and social experiences that will develop the whole student. Our product will be students who possess foundational, marketable, and/or functional skills that will enable them to broaden their horizons in any post-secondary endeavor upon which they might choose to embark.

MISSION STATEMENT

The mission of the district is *"To Build a Brighter Future as We Prepare Students for Success in Life"*.

JURISDICTION OF THE SCHOOL BOARD

The Code of Student Conduct and the Positive Student Management Discipline Plan were adopted by the Gadsden County School Board and are compatible with the Florida State legislative codes. Subject to law and rules and regulations of the State Board of Education of the State of Florida, each student enrolled in a school shall, during the time he/she is being transported to or from school at public expense, during the time he/she is attending school, including the time during which he/she is proceeding from one school center to another during the school day, and during the time he/she is on the premises of any publicly supported school in this district, be under the control and direction of the principal or teacher in charge of the school, and under the immediate control and direction of the teacher or other member of the instructional staff or the bus driver to whom such responsibility may be assigned by the principal; and each such student shall, during the time he/she is otherwise en route to or from school at public expense, or is presumed by law to be attending school, be under the control and direction of the principal or teacher in charge of the school where he/she is enrolled.

DISCRIMINATION STATEMENT

No person shall, on the basis of race, color, religion, sex, national origin, handicap, age, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any education program or activity.

This practice shall apply equally to students, employees and all persons having business with the School Board.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag shall be recited at the beginning of the day in each public elementary, middle and high school in the Gadsden County School District. Upon written request by his or her parent, a student shall be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention, men removing headdress, except when such headdress is worn for religious purposes.

STUDENTS' RIGHTS AND RESPONSIBILITIES

It is the intent of the Students' Rights and Responsibilities, as expressed in the Code of Student Conduct, that students understand that their rights must be accompanied by corresponding responsibilities.

Florida's School Improvement and Accountability System states that all school communities will provide an environment that is alcohol and drug-free and protects students' health, safety, and civil rights.

I. ATTENDANCE

All questions relating to the attendance policy are to be directed to the school's attendance office first, and then if needed, the school principal.

Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board.

The school attendance law was amended by the 1997 Florida Legislature to require that any sixteen or seventeen year old student withdrawing from school must file a formal declaration of intent to terminate school enrollment with the district school board.

A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students.

A student is considered a "habitual truant" when he/she has 15 unexcused absences within 90 calendar days.

DISTRICT ATTENDANCE GOAL 2015-2016 SCHOOL TERM

Each student attends school at least 95% of the time as based on average daily attendance. Each child can miss no more than: 2 days per nine week grading period, 4 days per semester and 8 total days per school year

INTRODUCTION

Research shows the importance of a student's regular and punctual school attendance. Gadsden County Public Schools' vision is to engage all students in a rigorous course of study which prepares each student to be successful in their post-secondary options. Research also indicates that students who are tardy or who have excessive absences from their instructional program begin to fall behind in their academics. Excessive school absenteeism leads to grade failure, loss of interest, and may result in students withdrawing from school. The Gadsden County Public Schools District is obligated to inform parents of student absences, and to see that the compulsory attendance laws are enforced as mandated by Florida Statutes.

Raising standards and promoting a high level of student achievement are paramount in all District initiatives. Student attendance is a means of improving student performance and is critical in raising student standards. Staff should note that attendance records and reports are required by Chapter 1003.23, Florida Statutes, which states in part:

"All officials, teachers, and other employees in public schools shall keep all records and shall prepare and submit promptly all reports that may be required by law and by rules of State Board of Education and district school boards. The enrollment register shall show the absence or attendance of each student enrolled for each school day of the year in a manner prescribed by the State Board of Education. Such records shall include a register of enrollment and attendance and all persons described above shall make these reports therefrom as may be required by the State Board of Education. The register shall be open for inspection by the designated school representative or the district school superintendent in which the school is located. Violation of the provisions of this section shall be a misdemeanor of the second degree, punishable as provided by law. This section shall not apply to home education programs provided in s.1002.41."

These procedures will assist you in your continued effort to encourage your students to attend school regularly and to properly document attendance on a daily basis.

Attendance Recording Requirements:

- Attendance must be recorded on a daily basis. Attendance must be recorded by 3:00 PM daily.
- Tardies **TO SCHOOL** must be recorded by the attendance clerk/Designee. Teachers can only record tardies to **CLASS**. Tardies **TO SCHOOL** must be entered manually every day.
- Early departures from school are to be classified as excused or unexcused and are to be entered daily upon occurrence.
- Principal shall be responsible for the administration of attendance policies and procedures and for the accurate reporting of attendance in the school under their direction.
- Principal shall assure that all teachers and clerks are instructed in the proper recording of attendance, and it shall be their duty to see that such instructions are followed.
- Principal shall verify all attendance records for accuracy at least six times during the school year to determine that attendance data is reported and recorded in accordance with the approved method of attendance recording for district wide use.
- If the substitute teacher cannot input the attendance into the computer, the principal is responsible for ensuring that the substitute provides that information to the attendance clerk or other office personnel designated to input attendance information.
- Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board.
- The school attendance law was amended by the 1997 Florida Legislature to require that any sixteen or seventeen year old student withdrawing from school must file a formal declaration of intent to terminate school enrollment with the district school board.
- A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students.
- A student is considered a "habitual truant" when he/she has 15 unexcused absences within 90 calendar days.

Rights:

- Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for all absences.
- A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office. Parent will be notified of student's filing of Intent to Terminate School Enrollment form.

Responsibilities:

- Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

- It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty- four hours.

Excusable Absence:

- An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.
 - The student/parent is responsible for contacting the school to determine what options are available to complete make up work.
- Excused Absence for Religious Holidays: A student shall be excused from attendance for observation of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.
- A student who has been excused for observance of a religious holiday shall be given the opportunity to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.
- Permissible Absence (Excused): A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

- An unexcused absence (this does not include suspensions) is one which does not have the approval of the school, or which is due to disciplinary action against the student. The student shall be given an opportunity to make up all missed work.
 - The student/parent is responsible for contacting the school to determine what options are available to complete make up work.
- Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Tardy:

- Students who are more than five (5) minutes late for a class will be recorded as being tardy.

Disciplinary Action:

- Disciplinary actions may include: counseling, attendance conferences, parent/guardian contact. Also, the student may be referred to other appropriate disciplinary programs.
- The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.
- For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Minimum School-Based Intervention Procedures for Truant Students:

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences in a period of 90 calendar days. The legislation further provides that those minors under age 18 who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Middle and High School Attendance:

- A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.
- Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

Absences:

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:
 1. Illness and/or medical care
 2. Death in the family
 3. Legal reasons
 4. Religious Holidays, administratively pre-approved observance
 5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
 6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
- The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.

Attendance Conference/Appeal Procedures:

- In order to appeal an unexcused absence, the following must occur:
 1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
 2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
 3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

Other Considerations:

- Students who are suspended will be considered administratively absent and the absences will not count toward the “four unexcused” policy for the nine weeks grading period.
- Students who are absent for an “educationally valuable experience” other than a field trip may receive an excused absence if the following criteria are met:
 1. The absence must be pre-approved at least one week in advance.
 2. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
 3. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of the appropriate documentation.
 4. Within ten (10) calendar days of the student’s return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

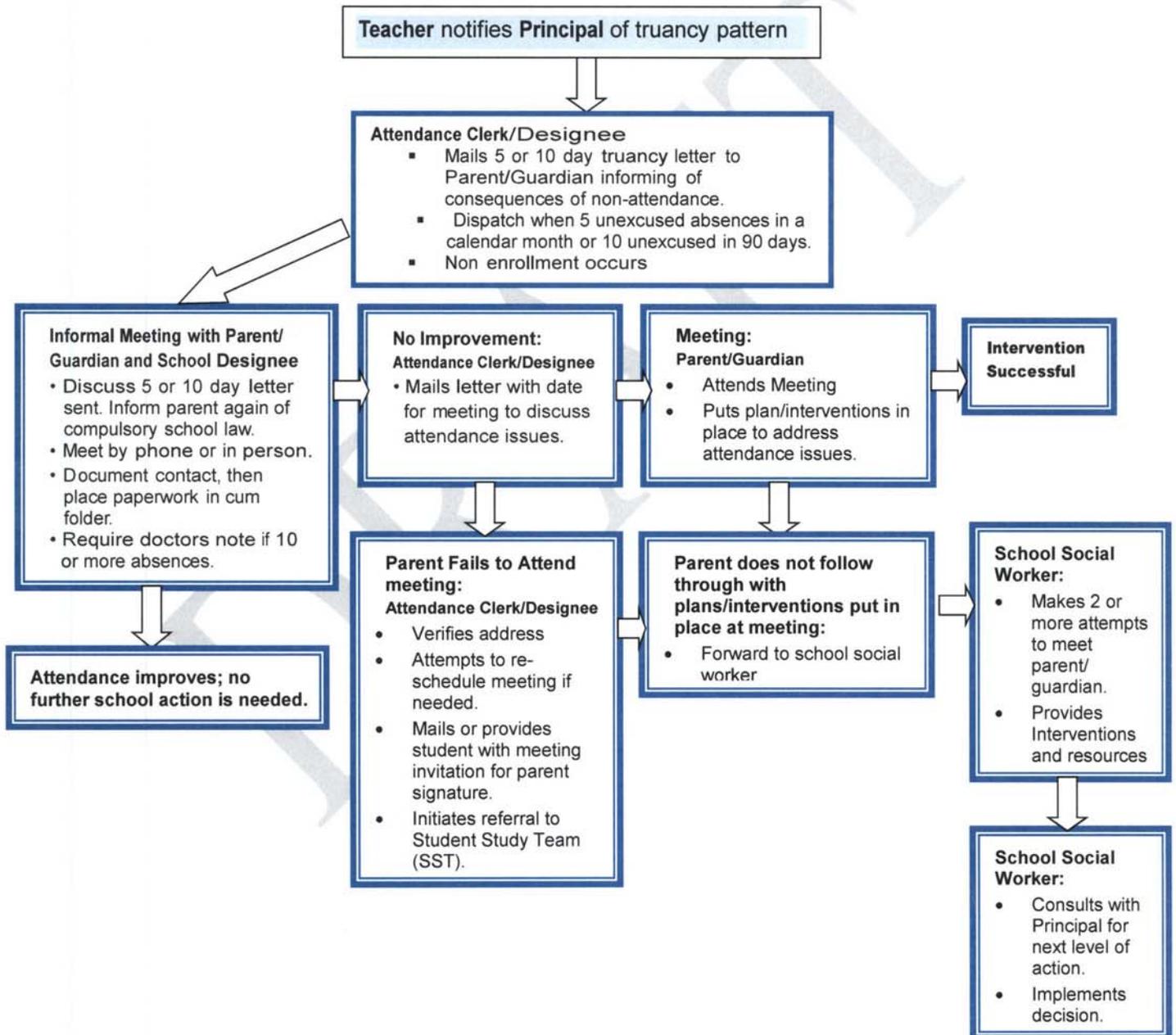
INTERVENTION STRATEGIES AND INCENTIVES

Schools are encouraged to develop specific intervention strategies and incentives directed to meet the needs of their students and community. The following is a list of standard interventions and incentives recommended for all schools:

- **Intervene early. DO NOT WAIT.**
- Provide parents with a copy of the attendance policy.
- Communicate attendance policies and procedures i.e. school website, PTA meetings, school reception areas and community flyers.
- Develop and provide attendance workshops for students and parents regarding their legal obligation to assume a greater responsibility for assuring daily student attendance (may be done during PTA meetings, open house meetings, homeroom announcements, or assemblies for students).
- Develop an incentive program to promote good attendance for all students:
 - ❖ Free homework coupons
 - ❖ Uniform pass
 - ❖ Jeans pass
 - ❖ Jersey day
 - ❖ Free tickets to events i.e. athletics and etc.
 - ❖ Praise students for Perfect Attendance.
 - ❖ Praise and rewards for students and teachers for improved student attendance.
 - ❖ PTA involvement incentives
 - ❖ Community supported incentives
- Develop school attendance improvement plan and attendance contract.
- Develop plan to address attendance with teachers.
- **Make use of in-school suspension in lieu of out of school suspension.**
- Provide students with academic support via school tutoring.
- Recommend and connect students and families to community agencies that can provide services.
- Ensure that the Parent Resource Center is available to parents.
- Utilize services to assist homeless and economically disadvantaged families.
- Encourage students to participate in social and athletic activities.
- Conduct home visits by community involvement specialist and/or social worker.
- Develop a plan for escalating consequences for excessive unexcused absences and release of grades withheld.
- Non participation in extra-curricular and athletic activities (with varying time spans).
- After school office or school media assistant (with varying times).
- Tutoring of lower academic performing students (dependent on student's demonstrated academic abilities).
- Recommendation to adult/vocational program.
- Saturday school.
- On-line learning.
- Service learning project.

School-Based Truancy Interventions

Truancy Intervention Flow Chart



Rights:

Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for credit if the absence is excused.

A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office.

Responsibilities:

Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty-four hours.

Excusable Absence:

An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.

Excused Absence for Religious Holidays:

A student shall be excused from attendance for observation of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.

A student who has been excused for observance of a religious holiday shall be given up to 3 school days to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.

Permissible Absence (Excused):

A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

An unexcused absence (this does not include suspensions) is one which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Students who are more than five (5) minutes late for a class will be recorded as being tardy.

Rule:

All students between the ages of six (6) and sixteen (16) must attend school regularly.

Disciplinary Action:

A student may receive counseling, attendance conferences, parent/guardian contact, and may be referred to other appropriate disciplinary programs.

The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.

For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Each school must implement procedures to increase student attendance. An attendance committee will be established at each school to review the reason(s) for absence(s).

Minimum School-Based Intervention Procedures for Truant Students

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences in a period of 90 calendar days. The legislation further provides that those minors under age 18 who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Middle-High School Attendance

A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.

Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

Absences

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:

1. Illness and/or medical care
 2. Death in the family
 3. Legal reasons
 4. Religious Holidays, administratively pre-approved observance
 5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
 6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
 - For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes described above, a grade of "F" will be assigned for that grading period.
 - The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.

Attendance Conference / Appeal Procedures

- In order to appeal an unexcused absence, the following must occur:
 1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
 2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
 3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

Other Considerations

- Students who are suspended will be considered administratively absent and the absences will not count toward the "four unexcused" policy for the nine weeks grading period.
- Students who are absent for an "educationally valuable experience" other than a field trip may receive an excused absence if the following criteria are met:
 - a. The absence must be pre-approved at least one week in advance.
 - b. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
 - c. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of (d) below.
 - d. Within ten (10) calendar days of the student's return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

II. RESPECT FOR PERSONS AND PROPERTY

Rights:

Students are recognized as individuals. Their rights include a safe, healthy, and drug-free environment.

Responsibilities:

Students should treat others, school property, and property of others with respect. Respectful behavior includes, but is not limited to, following school, classroom, and bus rules. Unacceptable behavior includes, but is not limited to, fighting, stealing, destroying property, and violating school rules.

Rule:

Students will treat others and their property with dignity and respect.

Disciplinary Action:

A student not respecting the right and property of others may be subject to disciplinary action allowed by School Board policy. Disciplinary action may range from counseling to expulsion.

III. RIGHT TO LEARN

Rights:

Students have a right to be in an environment conducive to learning and will have appropriate educational programs.

Responsibilities:

Students should come to school prepared to take advantage of all educational opportunities offered. Students should inform school personnel if they have a problem at home or at school that keeps them from doing their best.

Rule:

Students will participate in educational opportunities and complete classroom assignments and homework to the best of their abilities.

Disciplinary Action:

Students who fail to comply with the above stated rule may hinder their educational progress and be subject to other disciplinary procedures allowed by the local school-wide discipline plan.

IV. RIGHT OF ASSEMBLY

Rights:

Students may meet in an orderly manner on the school grounds or building(s) if proper authorization has been granted.

Responsibilities:

The meetings must be approved by the principal/designee and must not interfere with other planned activities.

Rule:

With proper school authorization, students may assemble in an orderly manner.

Disciplinary Action:

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

V. RIGHT OF PRIVACY

Rights:

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)
2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

Responsibilities:

1. Students, parents/guardians should give the school any information needed to work with the student.
2. Students should not bring prohibited items to school.

Rule:

Students will respect the privacy of others.

Disciplinary Action:

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

Responsibilities:

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

Rule:

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

Disciplinary Action:

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

VII. DRESS AND GROOMING

Rights:

Students have a right to dress comfortably.

Responsibilities:

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

Rule:

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

Elementary and Middle School Requirements:

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

- 1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
- 2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
- 3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
- 5) The legs of pants shall not extend below the heels of shoes.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Sneakers and leather shoes are both acceptable, but must be black, or white with matching shoelaces.
- 8) Socks must be black, white, or other color as approved by the principal.
- 9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
- 10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the “generic school uniform”, and will have 15 days to acquire the new school’s uniform.

The “generic uniform” shall consist of the following:

- A. Khaki or black pants, shorts, or skirt
- B. White collared shirt
- C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

Elementary/Middle School Disciplinary Action:

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

- A. First and second offense consequences are:
 - a. Notification of parent or guardian and require student to change into appropriate attire
- B. Third offense consequences are:
 - a. Notification of parent or guardian and require student to change in to appropriate attire and
 - b. One day of in-school suspension (if available) or three (3) days of after school detention.
- C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
- D. Any absence resulting from a violation of the uniform dress code will be excused.

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

APPROPRIATE ATTIRE

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student's middle finger when placed against the student's attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men must wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.
- Undergarment shirts need to be white or grey.

INAPPROPRIATE ATTIRE

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants / saggy pants (F.S. 1006.07 and F.S. 1006.15)
- No hoodies allowed on campus.

* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

ALL STUDENTS (ELEMENTARY, MIDDLE AND HIGH) FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- For first offenders, the school is required to give the student a verbal warning, and the principal must call the student's parent or guardian;
- For second offenders, the student is ineligible to participate in extracurricular activities for up to 5 days, and the principal must meet with the parent or guardian;
- For the third or subsequent offenders, the extracurricular activity exclusion is extended to up to 30 days; the school must place the student in in-school suspension for up to 3 days; and the principal must both call and send written notice to a parent or guardian.

VIII. DISCRIMINATION/SEXUAL HARASSMENT

Rights:

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

Responsibilities:

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

Rules:

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

Disciplinary Actions:

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

IX. COUNSELING

Rights:

Students have the right:

1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.
4. Students have the right of confidentiality except in the following circumstances:
 - a. Reports of abuse or neglect,
 - b. Indication of harm to self/others.

Responsibilities:

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.
2. To schedule appointments in advance unless the problem or concern is one of an emergency.
3. To work cooperatively with all school personnel.

Rule:

Students should participate appropriately in the counseling process.

Disciplinary Action:

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

X. FREE SPEECH AND PUBLICATION

Rights:

1. Students will be given the opportunity to participate freely in class discussions.
2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.
3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.
4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.
5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

Responsibilities:

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.
2. Students must respect the principal's decision concerning the request to display printed material.
3. Students should respect others' rights, responsibilities, and opinions.

Rule:

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

Disciplinary Action:

The principal may discipline any student for infraction of the above stated rule.

XI. STUDENT GOVERNMENT

Rights:

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.
4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

Responsibilities:

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.

2. To become knowledgeable of School Board and individual school policies governing the actions of students.
3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Rule:

Students will use the democratic process to conduct student government operations.

Disciplinary Action:

The principal/designee may apply disciplinary procedures as appropriate.

XII. STUDENT RECORDS

Rights:

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.
2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)
3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

- I. Purposes. Rules cover all school records of all students.
- II. Definitions:
 - A. Education Records: Records required by law containing information about the student
 1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.
 2. Category B - Temporary Information: student information that may be kept for a short time then discarded or changed
 - B. Child: a person who is under 18 years of age
 - C. Pupil/Student: a person who is enrolled in a school
 - D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)

III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.

A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.

1. Student's birth certificate name
2. Birth date, place of birth, race, and sex
3. Current address of the student
4. Name of parent(s) or guardian(s)
5. Name of last school attended
6. Number of days present, absent
7. Date enrolled, date withdrawn
8. Classes/subjects taken, grades received
9. Date of graduation or program completion

B. Content of Category B Records:

1. Health information
2. Information about the student's family
3. Test scores
4. School and vocational plans
5. Honors and school activities
6. Reports of special classes required by law
7. List of schools attended
8. Driver education certificate
9. Letters from other groups
10. Written requests for permission to review the record
11. List of people who requested and received a copy of the record
12. Written information indicating any changes made in the record
13. Summary of state student assessment test results
14. Copies of exceptional student education placement reports as required by law.
15. Records of discipline, suspension, and expulsion
16. Records of counselors' and teachers' conferences with students
17. Free lunch applications, work experience interviews, and other records

IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:

A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.

B. If the request is approved, the change or removal shall be made in writing and signed and dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.

C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.

D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the

record. The statement may indicate disagreement with the decision and state reasons for disagreement.

V. Procedures for Transfer of Education Records.

- A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.
- B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.
- C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.
- D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

Notification of Rights for Elementary and Secondary Schools

FERPA affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's educational records. These rights are:

- 1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
- 2. The right to request the amendment of the student's education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.
- 3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

- a. They may review their child's school records.
 - b. They may give permission for others to review the records.
 - c. They may challenge information in the records.
 - d. Upon request they will receive a copy of this rule from the Superintendent's office.
4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.
 5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.
 6. The fee for copying the school records shall be as provided by School Board Policy.
 7. Student records are located at the school/district office.
 8. Records that give personal information may not be released without an appropriate request, except to the following:
 - a. District and school administrators and supervisors
 - b. District and school personnel, their interns, and substitutes
 - c. Administrative secretaries (as required for record keeping duties)
 - d. Gadsden County Health Department (health records only)
 - e. Florida Diagnostic and Learning Resource System personnel
 - f. Officials from a school to which a student has moved
 - g. State and federal officers, if records are needed to meet legal requirements, including judicial and law enforcement agencies as specified within signed interagency agreements.
 - h. Persons requiring information for the purpose of donating money for tuition and other related expenses
 - i. State and local people who collect data for factual reporting
 - j. Colleges/Universities needing information for the benefit of students
 - k. People who set standards for schools
 - l. Parents/guardians for tax reasons
 - m. To comply with a court order
 - n. Any person requiring information for health or safety emergencies
 - o. Persons needing information for student expulsion hearings
 - p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study
 9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to:
Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW,
Washington, DC 20202-4605

Responsibilities:

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.
2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

Rule:

Students and parents/guardians must comply with board policies related to student records.

Disciplinary Action:

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

XIII. GRADES**Rights:**

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.
2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.
3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

Responsibilities:

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.
2. To maintain standards of academic performance commensurate with ability.

Rules:

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

GENERAL DISCIPLINARY PROCEDURES

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary. Law enforcement must be notified for battery, homicide, kidnapping and sexual battery.

I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

II. AUTHORITY OF THE TEACHER

- A. The principal gives to the teacher authority to control students while on school campus or at any school event.

- B. Florida Statutes 1003.32 authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statute, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

III. OFFENSES

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
 - 1. disobeying or threatening any school personnel
 - 2. profanity; offensive gestures
 - 3. destroying property
 - 4. disturbing school functions (FS 1006.145)
 - 5. leaving school without proper permission
 - 6. excessive tardies and/or unexcused absences from school
 - 7. breaking school rules
 - 8. serious misconduct
 - 9. sexual harassment
 - 10. multiple offenses
 - 11. fighting (to include instigating a fight)
 - 12. usage of wireless communication devices and all other electronic devices (such as pagers, cellular phones, iPods, MP3 players)
 - 13. possession of weapons and/or any firearm, to include imitation firearm
 - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.
- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.
- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student is disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.

- G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.
- H. All disciplinary referrals will be maintained in the district's student database.

IV. DEFERRED PUNISHMENT FOR OFFENSES

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

BULLYING AND HARASSMENT – GADSDEN SCHOOL BOARD POLICY #5517.01

The Gadsden County School Board prohibits acts of bullying and harassment. The School Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying or harassment is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

Bullying or harassment is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

- 1. Statement Prohibiting Bullying and Harassment
 - A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
 - B. The District upholds that bullying or harassment of any student or school employee is prohibited:
 - 1. During any education program or activity conducted by a public K- 12 educational institution;
 - 2. During any school-related or school-sponsored program or activity;
 - 3. On a school bus of a public K-12 educational institution; or
 - 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution.
- 2. Definitions
 - A. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:
 - 1. Unwanted teasing;
 - 2. Social Exclusion;
 - 3. Threatening;
 - 4. Intimidation;

5. Stalking;
 6. Cyberstalking;
 7. Cyberbullying;
 8. Physical violence;
 9. Theft;
 10. Sexual, religious, or racial harassment;
 11. Public humiliation;
 12. Rumor or spreading falsehoods; or
 13. Destruction of school or personal property.
- B. **Harassment** means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
 2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.
- C. **Cyberstalking** is defined in F. S. 784.084(d) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- D. **Cyberbullying** is defined as the willful and repeated harassment and intimidation of a person through the use of digital technologies, including, but not limited to, email, blogs, social websites (e.g., MySpace, Facebook), chat rooms, and instant messaging.
- E. **Bullying, Harassment, and/or Cyberbullying** also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
 - a. Incitement or coercion;
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
 - c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.
 3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to Policy 4001.1.
- F. **Accused** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to

have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.

- G. **Complainant** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other

3. Behavior Standards

- A. The Gadsden County School District expects students and adults to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with proper regard to the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. The School District prohibits the bullying of any student or school employee:
- During any educational program or activity conducted by Gadsden County Schools District;
 - during any school-related or school-sponsored program or activity or on a Gadsden County school bus;
 - Through the use of any electronic device or data while on school grounds or on a Gadsden County school bus, computer software that is accessed through a computer, computer system, or computer network of the Gadsden County School Board. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section.
 - Through threats using the above to be carried out on school grounds. This includes threats made outside of school hours, which are intended to be carried out during any school-related or school-sponsored program or activity, or on a Gadsden County school bus.
 - While the District does not assume any liability for incidences that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate, which may include the use of the School Resource Officer. The principal/designee shall use all District Reporting Systems to log all reports and interventions.
- D. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, self discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior (the school's Discipline Plan).
- E. Student rights shall be explained as outlined in this policy and in the Student Code of Conduct: Respect for Persons and Property.
- F. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this Policy.

4. Stakeholder Responsibilities

- A. By August 2009, each school principal shall create a School Safety team and designate one of its members as a School Safety Liaison and contact who shall serve on a district School Safety team that address acts of violence and school safety. The district's Safety Investigation's Officer will be head the School Safety Team. At minimum, school teams should include staff members from administration, guidance, and instruction. These persons will serve as the key school based personnel who will receive prevention/safety training and assist in the dissemination of prevention/safety procedures, intervention, and curriculum, for bullying and other issues that impact the school culture and welfare of students and staff.
- B. The Academic Services' Office, in collaboration with other District departments, will collaborate with school based staff members, families, and community stakeholders to utilize this Policy and associated procedures to promote academic success, enhance resiliency, build developmental

assets, and promote protective factors within each school by ensuring that each and every staff member and student is trained on violence prevention. These trainings will work to create a climate within each school and within the District that fosters the safety and respect of children and the belief that adults are there to protect and help them. Additionally, students and staff (including but not limited to school based employees, administrators, district personnel, counseling staff, bus drivers) will be given the skills, training, and tools needed to create the foundation for preventing, identifying, investigating, and intervening when issues of bullying arise.

- C. The Parent Services' Office, in collaboration with other District departments, will train a wide range of community stakeholders, profit, non-profit, School Resource Officers, and faith based agencies to provide the dissemination and support of violence prevention curriculums to students, their families and school staff. This collaboration will make effective use of available school district and community resources while ensuring seamless service delivery in which each and every school and student receives an equitable foundation of violence prevention.
- D. The District School Safety Team will serve as the coordinators and trainers of prevention/safety for all school staff and outside agencies/community partners. The District Safety Team will receive training in violence prevention programs. These team will ensure that these programs are evidence-based and proven. The team will be responsible for implementing the evidence-based interventions and proven programs within each of their schools.
- E. The Parent Services' Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.
- F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.
- G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support services are fully integrated with their instructional components at each school as well as in policy and practice.

V. Training for all Stakeholders

- At the beginning of each school year, the school principal/designee and or appropriate area/district administrator shall provide awareness of this policy, as well as the process for reporting incidents, investigation and appeal, to students, school staff, parents, or other persons responsible for the welfare of a pupil through appropriate references in the Student Code of Conduct, Employee Handbooks, the school website, and/or through other reasonable means.

VI. Consequences

- A. Committing an act of bullying or harassment
 - 1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.
 - 2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
 - 3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, gross acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
 - 4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator

after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

- B. Wrongful and intentional accusation of an act of bullying or harassment
 - 1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
 - 2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.
 - 3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

- C. Reporting an Act of Bullying or Harassment
 - 1. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
 - 2. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
 - 3. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
 - 4. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
 - 5. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
 - 6. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
 - 7. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
 - 8. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).
 - 9. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

- D. Investigation of a Report of Bullying or Harassment
 - 1. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.
 - 2. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
 - 3. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
 - 4. The investigator shall collect and evaluate the facts including but not limited to:
 - i. Description of incident(s) including nature of the behavior;
 - ii. Context in which the alleged incident(s) occurred;
 - iii. How often the conduct occurred;

- iv. Whether there were past incidents or past continuing patterns of behavior;
 - v. The relationship between the parties involved;
 - vi. The characteristics of parties involved, *i.e.*, grade, age;
 - vii. The identity and number of individuals who participated in bullying or harassing behavior;
 - viii. Where the alleged incident(s) occurred;
 - ix. Whether the conduct adversely affected the student's education, educational environment or mental well-being;
 - x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
 - xi. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include but not limited to:
- i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 - ii. A written final report to the principal.
6. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
7. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.
- E. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District
- 1. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
 - 2. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 - i. If it is within the scope of the District, a thorough investigation shall be conducted.
 - ii. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
 - iii. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- F. Notification to Parents/Guardians of Incidents of Bullying or Harassment
- 1. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.
 - i. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
 - ii. If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states ". . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."
 - 2. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by

this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

3. Notification to local agencies where criminal charges may be pursued.
Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

G. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

1. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardian are included.
2. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
3. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
4. The intervention team may recommend
 - i. Counseling and support to address the needs of the victims of bullying or harassment;
 - ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
 - iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

H. Reporting Incidents of Bullying and Harassment

1. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
2. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.
 - i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*.
3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.

I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-

based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.

- J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim
The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
- K. Publicizing the Policy
1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
 2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
 3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
 4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
 5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.
 - 6.

Disclaimer: The Gadsden County School District prohibits bullying & harassment of any kind; if you know, heard, and/or witness any infraction, Please fill out a form from the district's website or any school in Gadsden's County. You may remain anonymous, if you desire.

DUE PROCESS PROCEDURES FOR SUSPENSION/EXPULSION OF STUDENTS WITH DISABILITIES

Any student eligible under *Gadsden County Programs and Procedures for Exceptional Students*, who commits an offense which may be grounds for suspension/expulsion, shall have his/her case considered and decided on an individual basis.

A. Suspension

1. A student with a disability may be suspended from the Gadsden County schools for infractions described in the *Code of Student Conduct and Student Rights and Responsibilities*.
2. In order to protect the rights of students and parents, the principal, or his/her designee, shall follow the procedures for suspension as contained in School Board Policy.
3. Whenever a student with a disability is suspended, the principal, or his/her designee, shall immediately send written notification to the Director of Exceptional Student Education or Designee.
4. The principal, or his/her designee, shall be responsible for convening an IEP meeting when an exceptional student accumulates a total of ten (10) days of suspensions within a school year.
5. If the school did not conduct a functional behavioral assessment and implement a behavioral intervention plan for each child before the behavior that resulted in the suspension, the IEP team will develop an assessment plan to address that behavior; or if the child already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

B. Expulsion

1. Dismissal of a student with a disability shall follow the procedures contained in School Board Policy.
2. Prior to making a recommendation for expulsion to the Superintendent or (his/her designee), the principal (or his/her designee) shall notify the Director of Exceptional Student Education (or designee) in writing that this action is being considered.
3. The principal, or his/her designee, shall meet with the school staffing committee and the Director of Exceptional Student Education (or designee) to determine if the student's actions are a result of his/her disabling condition (Manifestation Determination). The staffing committee will be comprised of the following personnel: Director of Exceptional Student Education or designee, School Administrator, ESE teacher, general education teacher(s), parents, school counselor, and any other appropriate individuals.
4. If the staffing committee determines that the student's actions are not a result of his/her disabling condition, the principal, or his/her designee, may submit a recommendation for alternative placement or expulsion to the Superintendent, or his/her designee. This recommendation shall contain the school staffing committee report, the Functional Behavior Assessment (FBA), Behavior Intervention Plan (BIP), and the student's Individual Educational Plan (IEP). A copy of this recommendation shall be sent to the Director of Exceptional Student Education.
5. If the staffing committee determines the student's conduct is a manifestation of his/her disability, then an IEP meeting must be held to determine the adequacy of the current special program and related services.
6. Prior to any Change of Placement, the Individual Educational Plan Procedures, as outlined in *Gadsden County Special Programs and Procedures for Exceptional Students*, will be followed to ensure that parents/guardians are provided safe-guards consistent with State Board of Education Rule 6A-6.03311.
7. Any change in the educational placement of a student with a disability will not result in a cessation of education services.

PROCEDURES FOR THE DISCIPLINE OF STUDENTS WITH DISABILITIES

(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

6A-6.03312. Discipline Procedures for Students with Disabilities

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

PROCEDURES FOR THE DISCIPLINE OF K-12 STUDENTS INCLUDING PREKINDERGARTEN

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are NOT RECOMMENDED in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

DISCIPLINARY PROCEDURES GRADES K-12

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

Discipline Guidelines and Procedures

| | |
|---------|----------------|
| CLASS I | MINOR OFFENSES |
|---------|----------------|

*Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)
- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players,)
- Disrupting the class by any other minor offense

Actions To Be Taken By Teachers

1st Offense

- Contact the parent/guardian. **[required]**
- Hold a teacher/student conference with documentation [**complete applicable section of Classroom Behavior Management Form (CBM)**].
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

2nd Offense

- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. (**complete applicable section of CBM**)
- Refer the student to the team leader or designee, if applicable.
- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

3rd Offense

- Contact the parent/guardian. **[required]**
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.
- Refer the student to a Guidance Counselor.

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS II

INTERMEDIATE OFFENSES

- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location
- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class (Skipping class is also considered arriving to class after 5 minutes.)
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses
- Unauthorized usage of electronic devices
- Drop Pants / Saggy Pants (reference page 12)

- Student use of cell telephones/wireless communication devices
Personal cell telephones may be brought to school with the following conditions:
 - a. Phones must be turned off and kept out of sight during school hours and while riding on the school buses or using school transportation at any time.
 - b. If emergency calls to or from students are necessary, they should be placed through the school office and not to or from the student's telephone.
 - c. Phones should be kept secure to prevent theft (vehicles, purses, backpacks, lockers, etc.) The school is not responsible for lost or stolen phones or any other electronic device.

Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.
- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.
- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.
- Drop pants / saggy pants: verbal warning; ineligibility to participate in extracurricular activities; in-school suspension

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

| CLASS III | GROUP A | MAJOR OFFENSES |
|-----------|---------|----------------|
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- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses
- leaving school campus without permission
- under the influence of alcohol and/or drugs

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.

- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

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| CLASS III | GROUP B | MAJOR OFFENSES |
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- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult
- Bullying & Harassment that is systematic in gesture or written, verbal, graphic, or physical acts. Also, a repeated behavior that has been already addressed.

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

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|------------------|----------------|-----------------------|
| CLASS III | GROUP C | MAJOR OFFENSES |
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ZERO TOLERANCE OFFENSES

REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.

Florida Statute: 1006.13 - Zero Tolerance Policy

1. The Gadsden County School Board has a zero tolerance policy for:

- (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
 - (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.
2. The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)
- (a) Bringing a firearm, or weapon (as defined in House Bill 7029) to school, to any school function, or possessing a firearm, at school. (to include the possession, use, or sell of a firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
 - (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity, bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

Offenses Prohibited

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.
- a. homicide (murder, manslaughter) – law enforcement must be notified
 - b. sexual battery – law enforcement must be notified
 - c. armed robbery
 - d. aggravated battery – law enforcement must be notified
 - e. assault, battery or aggravated battery on a teacher or other school personnel
 - f. kidnapping or abduction – law enforcement must be notified
 - g. arson
 - h. possession, use, or sale of any firearm
 - i. display, use, threaten, or attempt to use any firearm
 - j. possession, use, or sale of any explosive device (including firecrackers or fireworks)
 - k. possession, use, or sale of drugs or alcohol
 - l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
 - m. bomb threat
 - n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending

disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).

3. **All incidents involving firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.
5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

WEAPONS PROHIBITED

1. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.
2. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
3. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
4. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.
6. Pursuant to Florida House Bill 7029, simulating a firearm or weapon or wearing clothing or accessories that depict a firearm or weapon or expressing an opinion regarding a right guaranteed by the Second Amendment of the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. Simulating a firearm or weapon while playing includes, but is not limited to:
 - Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon
 - Possessing a toy firearm or weapon that is 2 inches or less in overall length
 - Possessing a toy firearm or weapon made of plastic snap-together building blocks
 - Using a finger or hand to simulate a firearm or weapon
 - Vocalizing an imaginary firearm or weapon
 - Drawing a picture, or possessing an image of a firearm or weapon
 - Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon

However, a student may be subject to disciplinary action if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of the consequences imposed on the student must be proportionate to the severity of the infraction and consistent with school board policies for similar infractions. Disciplinary action resulting from a student's clothing or accessories must be determined pursuant to the school district's dress code unless the wearing of such clothing or accessories causes a substantial disruption of student learning, in which case the infraction may be addressed in a manner consistent with district school board policies for similar infractions.

CERTAIN DRUGS PROHIBITED

1. The use, distribution, sale and/or unlawful possession of mood modifiers, MDMA/"Molly", FLAKKA, synthetic drugs, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.
2. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
3. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)
4. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

1. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
 - a. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and
 - b. the incident for which he/she has been charged occurred on other than school property, and
 - c. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
 - d. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
2. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.
 - a. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.
 - b. Such notice shall set a date for the hearing which shall not be less than two (2) school days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.* A hearing can be held without the attendance of the parent/guardian after proper notification.

***Waiver of Discipline:**

Any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

- i. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or

- ii. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statues 1006.09.
3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.
 4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
 5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
 6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
 7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
 7. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.
 8. Pursuant to Florida law pertaining to a lawful arrest, if a student commits a delinquent act or violation of law which would be a felony if committed by an adult or involves a crime of violence, after the arresting authority notifies the district school superintendent, or the superintendent's designee, the information must be released within 48 hours after receipt to appropriate school personnel, including the principal of the child's school, or as otherwise provided by law. The principal must immediately notify all the child's assigned classroom teachers.

SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. F.S. 1003.01 During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete.

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

1. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.

2. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.
3. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
4. The following are procedures for suspension:
 - a. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.
 - b. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.
 - c. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:
 - i. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
 - ii. The hearing will be video and/or audio taped.
 - iii. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
 - iv. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.
 - v. Decisions will be based on the information presented.
 - vi. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.
5. The following are procedures for an expellable offense:
 - a. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
 - i. parent/guardian of suspension and sets a hearing date (hand delivered)
 - ii. the District Office
 - iii. ESE, ESOL and School Psychologist (if appropriate)
 - b. At the school hearing the following will be present:
 - i. student
 - ii. parent/guardian
 - iii. school personnel
 - iv. district personnel
 - v. witnesses
 - vi. other appropriate personnel
 - c. The following guidelines will be adhered to at the school hearing:
 - i. The Principal/Designee will chair the hearing.
 - ii. All information discussed will be recorded.
 - iii. Everyone involved in the incident may give his/her side of the story.
 - iv. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.

- v. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
 - vi. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
 - vii. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
- d. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.
 - e. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information on the student. The Board will act upon the recommendation of the Superintendent. The principal making the recommendation for expulsion must be present when the case goes before the School Board .

CORPORAL PUNISHMENT

Corporal punishment is prohibited.

REASONABLE FORCE

Florida Statute 1003.32(1) authorizes teachers and other instructional personnel to use reasonable force to protect himself/herself or others from injury. The Department of Education has defined reasonable force as, "appropriate professional conduct including physical force as necessary to maintain a safe and orderly environment." The Department of Education has clarified that school personnel do have the right and the authority to protect against conditions harmful to learning, self, and others. Note: Florida Statute 1006.11(2) further provides that a principal, teacher, other staff members, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, and expulsion of students, except in the case of excessive force or cruel & unusual punishment.

COLLECTION OF EVIDENCE / SEARCH AND SEIZURE

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

1. **General Search:** In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
2. **Lockers:** Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.

3. **Personal Search:** With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. **FRISKING AND STRIP SEARCHES ARE PROHIBITED.**
4. **Use of Metal Detectors:** As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.
5. **Search of Vehicles:** Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.
6. **Use of Video Cameras:** For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
7. **Drug-Sniffing Dog:** In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
 - a. Contact the Superintendent or his designee for approval.
 - b. The search will be conducted to avoid contact between students and the dog.
 - c. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

AUTHORITY OF THE SCHOOL BUS DRIVER

1. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
2. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, if a bus driver has a note from the student's parent/guardian which has been approved by the school, the bus driver may let the student off at another stop. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

BUS OFFENSES

MINOR OFFENSES

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Notify the parents/guardians.
- Write a referral and give it to an administrator.
- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral: Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus (**Hearing Requested**)

MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting
- Distracting the bus driver with deviant behavior

Actions To Be Taken By Administrators

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus (**Hearing Requested/expulsion considered**)

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

ZERO TOLERANCE ON THE BUS

- Threatening/assaulting the driver
- Possessing weapons / **Imitation of Weapons**
- Possessing/using drugs/alcohol

ENROLLMENT OF STUDENTS EXPELLED/DISMISSED FROM OTHER SCHOOL DISTRICTS OR PRIVATE SCHOOLS

The records of students seeking to enroll in Gadsden County Public Schools, who have been assigned to an alternative school by another public school district, a private school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The student will be assigned to the district alternative school or a reentry program for the period of time as determined to be appropriate.

The records of students seeking to enroll in Gadsden County Public Schools who are currently being recommended for expulsion or dismissal, or who have been expelled or dismissed from another public school district, a private school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The student will be assigned to the district alternative school or other alternative school program or a reentry program for a period of time as determined to be appropriate.

If a final order of expulsion has been imposed upon the student from a previous school/district, the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education may choose to:

1. honor the expulsion or dismissal of the student from the previous school/district;
2. assign the student to a district alternative school; or
3. assign the student to a zoned school of attendance.

RE-ENTRY OF EXPELLED STUDENTS

Upon completion of a term of expulsion from Gadsden County Public Schools, students shall be assigned to the district alternative school, Hope Academy/Carter Parramore Academy, for a minimum of one quarter/nine weeks prior to returning to his/her zoned or assigned school of attendance. Note: Students are subject to all of the policies, rules, and sanctions outlined in the School Board policies and the *Student Conduct and Discipline Code* while assigned to any district alternative school.

GLOSSARY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property

Aggravated battery - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

Alcohol possession, use, sale, storage, or distribution - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

Armed robbery - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

Arson - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

Articles disruptive to school - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

Assault - an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. (F.S 784.011)

Assault on school board employee - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Attempted criminal act against a person - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

Battery (BAT)-Level I - (physical attack/harm) The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in more serious bodily injury. (To distinguish from Fighting, report an incident as Battery only when the force or violence is carried out against a person who is not fighting back.) Law enforcement must be notified.

Battery or aggravated battery on a school board employee - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

Bomb threat - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

Breaking and entering/burglary - the unlawful entry into a building or other structure with the intent to commit a crime

Bullying - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create

an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- a. Unwanted teasing;
- b. Social Exclusion;
- c. Threatening;
- d. Intimidation;
- e. Stalking;
- f. Cyberstalking;
- g. Cyberbullying;
- h. Physical violence;
- i. Theft;
- j. Sexual, religious, or racial harassment;
- k. Public humiliation;
- l. Rumor or spreading falsehoods; or
- m. Destruction of school or personal property.

Bus disruption - behavior that disrupts and/or distracts the driver from safely operating the school bus

Cheating (copying work of another, using materials not authorized to use - copying of anyone else's work or cheating on any test or assignment

Chemical/hazardous material - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

Computer misuse/inappropriate use of e-mail/internet - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

Confrontation/tussle - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

Contraband, non-criminal - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

Corporal punishment - Paddling by the principal/designee on the student's buttocks.

Criminal assault on a student/person - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Criminal battery on a student/person (non-School Board Employee) - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

Destructive device - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4)).

Disobedient/open defiance/insubordination - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

Disobeying rules on the school bus - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

Disorderly conduct/disruption of school - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

Disrespectful language - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

Disruptive behavior - behavior by its nature disrupts the educational process, but is not criminal.

Disruptive play - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

Dress code violation - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

Drug paraphernalia use, sale, storage, or distribution - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

Drug Use/Possession Excluding Alcohol (DRU)-Level III - (illegal drug possession or use) The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

Due process - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S 1006.07]

Explosive (F.S. 790.001 (5)) - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:

(a) Shotgun shells, cartridges, or ammunition for firearms;

(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks) - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

Expulsion - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

Extortion/blackmail/coercion - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

Extracurricular - any school-authorized or education-related activity occurring during or outside the regular instructional school day. [F.S. 1006.15]

FLAKKA – Synthetic drug that can be snorted, smoked, injected or swallowed. This designer drug is sweeping the State of Florida.

Failure to comply with class/school rules - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

False fire alarm/911 call - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

False report involving school, school personnel's property, school transportation or school sponsored activity- Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

Firearm - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. [F.S. 790.001(6)]

***Firearm, possession, use, or sale of** - Possession, use, or sale of any firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. [F.S. 790.001(6)]

Fireworks/firecrackers - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

Forgery of a document or signature - to fashion or reproduce for fraudulent purposes

Gambling - one who participates in games of chance or skill for money or profit

Grievance procedure - The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

Harassment - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

Hazing - to persecute or harass with meaningless, difficult, or humiliating tasks whether its mental and/or physical.

Homicide/murder - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification. Law enforcement must be notified.

Illicit drug - A drug not allowed by law, custom, rule, etc.

Imitation firearm – Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

Inappropriate activity - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

Intentionally striking a staff member intervening in a fight - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

Kidnapping or abduction - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person. Law enforcement will be notified.

Leaving School Grounds without permission - unauthorized leaving of the school grounds

Lying/misrepresentation - intentionally providing false or misleading information to, or withholding valid information from a school staff member

MDMA/"Molly" – Methylenedioxy-methamphetamine is a pure form of an ingredient found in Ecstasy.

Motor vehicle theft - theft or attempted theft of a motor vehicle; anything that is self-propelled

Obscene, lewd, or inappropriate act - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

Other potentially dangerous weapons/items - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

Out of Assigned Area - out of assigned area without permission and/or in a restricted access area without permission

Permissible absence - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

Petty theft/stealing 1 (\$0-\$10) - the unlawful taking, carrying, or lending of property less than \$10.00 in value from the possession or constructive possession of another person

Petty theft/stealing 2 (\$10-\$25) - the unlawful taking, carrying, lending, or riding away of property more than \$10, but less than \$25 in value from the possession, or constructive possession of another person

Petty theft/stealing 3 (\$25-\$50) - the unlawful taking, carrying, lending, or riding away of property more than \$25, but less than \$50 in value from the possession, or constructive possession of another person

Physical aggression (not involving law enforcement) - the intentional physical aggression of one party against another person such as pushing, punching, or striking

Plagiarism - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

Possession/use of tobacco products - possession, use, sale, storage, or distribution of tobacco products on school district property

Profane/obscene language - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

Prohibited items - An item prevented by law or by an order.

Public display of affection - engaging in overtly amorous contact or language not appropriate in a school setting

Robbery - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

Synthetic Drug - substances that mimic marijuana, cocaine and other illegal **drugs** are making users across the nation seriously ill, causing seizures and death.

Sexual battery (attempted or actual forcible penetration) - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object. Law enforcement must be notified.

Sexual harassment - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Sexual misconduct - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

Stealing more than \$50 - the unlawful taking, carrying, leading, or riding away of property more than \$50, in value from the possession or constructive possession of another person or entity (meaning school)

Suspension - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

Tardiness, Habitual - consistently late to class or school

Tear gas gun or chemical weapon or device - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [F.S. 790.001(3)(b)]

Threat against school, school personnel's property, school transportation or school sponsored activity - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

Threat, non-criminal - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

Trespassing - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

Truancy/Unexplained Absence - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

Unauthorized possession or use of prescription medication - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physician's prescription, or any over-the-counter medication without parent/guardian approval and school notification

Unauthorized sale/distribution of materials (non-criminal) - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

Unexcused absence - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

Unintentionally striking a staff member intervening in a fight - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

Unknown weapon possession - type of instrument or object unknown at the time of the report

Unserved detention (extended) - unexcused absence from a scheduled extended detention

Unserved detention (regular) - unexcused absence from a scheduled regular detention

Unserved detention (Saturday) - unexcused absence from a scheduled Saturday detention

Use of intoxicants - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

Vandalism more than \$100 (includes time and labor) - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, without the consent of the owner or the person having custody or control of it. This includes graffiti.

Weapon - A weapon may be, but is not limited to, any firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slung shot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife [F.S. 790.001(13)] or any item used with intent to cause bodily harm to another individual.

Weapon/knife possession - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

APPENDICES

DRAFT

Gadsden Public School District
Declaration of Intent to Terminate School Enrollment



"Building A Brighter Future"

Compulsory Attendance Requirements

- All youths between the age of 6 and under 18 (under 16) per Florida statute 1003.21 must attend school.
- Students aged 16 and 17 are not required to attend school when and if a **FORMAL DECLARATION OF INTENT TO TERMINATE SCHOOL ENROLLMENT FORM AND DOE EXIT SURVEY** is on file with the district, and must be completed by Parent/Guardian and Student.

These forms are available with the Guidance Counselor at your child's school.

Reginald C. James, Superintendent of Schools
35 Martin Luther King, Jr. Boulevard
Quincy, Florida 32351
Phone: (850) 627-9651 Fax: (850) 627-2760

**Florida Department of Education
Exit Interview Student Survey**

School Name _____ School District _____

Student Name _____ Student DOB _____

Grade Level _____ Date _____

Directions: Please circle the response that best describes your experience or provide a description of your experience in the space provided.

1. Which of the following best describes your **primary** reason for terminating school enrollment?

- | | |
|--|--------------------------------------|
| A. Classes were not interesting/bored | K. Student-teacher conflict |
| B. Missed too many days and could not catch up | L. Employment/have to work full-time |
| C. Did not like school | M. Friends dropped out |
| D. Failing classes/couldn't keep up with school work | N. Failed to pass FCAT |
| E. Illness | O. Intimidated/Threatened/Bullied |
| F. Became a parent | P. Migrant |
| G. Getting married | Q. Homeless |
| H. Felt like I did not belong | R. Family Problems |
| I. Suspended from school often | S. Other |
| J. Expelled from school | |

2. Which of the following best describes your **secondary** reason for terminating school enrollment?

- | | |
|--|--------------------------------------|
| A. Classes were not interesting/bored | K. Student-teacher conflict |
| B. Missed too many days and could not catch up | L. Employment/have to work full-time |
| C. Did not like school | M. Friends dropped out |
| D. Failing classes/couldn't keep up with school work | N. Failed to pass FCAT |
| E. Illness | O. Intimidated/Threatened/Bullied |
| F. Became a parent | P. Migrant |
| G. Getting married | Q. Homeless |
| H. Felt like I did not belong | R. Family Problems |
| I. Suspended from school often | S. Other |
| J. Expelled from school | |

3. What would have improved your chances of staying in school? (Circle all that apply.)

- A. Opportunities for real-world learning (internships, service learning)
- B. Better teachers
- C. Smaller classes
- D. More individualized instruction
- E. Better communication with your teachers
- F. Better communication with your parents
- G. Increased parental involvement
- H. Less freedom and more supervision from parents
- I. Less freedom and more supervision from school officials
- J. Other

4. What actions did your school personnel take to keep you enrolled in school? (Circle all that apply.)

- A. Provided student counseling
- B. Scheduled a conference with parent(s), guardian(s), student, and school staff
- C. Discussed and offered options for tutoring
- D. Discussed the consequences of dropping out
- E. Discussed and offered options for continuing education in a different environment (e.g., Adult Education, home school, virtual school, hospital homebound)
- F. Discussed and offered alternative options for graduation (e.g., diploma options, GED Exit Option or GED Testing)
- G. Conducted home visits
- H. Referred student to agencies/programs to address problems interfering with school success (e.g., substance abuse counseling, psychological counseling, family counselor)
- I. Discussed and offered participation in a credit recovery course/program
- J. Discussed and offered access to Dropout Prevention Program(s) (e.g., alternative education, disciplinary, teenage parent)
- K. Tracked student progress (by teacher, counselor, social worker, graduation coach, etc.)
- L. Changed or revised course schedule
- M. Implemented intervention contracts (e.g. attendance or behavior)
- N. Student reported that school staff took no action
- O. Other

Please check and sign below to certify that each of the following statements was addressed by school personnel.

I am at least 16 years of age and it is my intent to terminate my school enrollment. I received counseling from a guidance counselor or other school personnel which addressed the following:

- Terminating school enrollment prior to graduation will likely reduce my potential earnings and negatively affect my career options.
- Termination of school enrollment will result in the revocation/denial of my driving privileges until age 18.
- My reasons for leaving school prior to graduation.
- Possible actions that could keep me from leaving school prior to graduation.
- Options for continuing my education in a different environment, e.g., Adult Education or GED testing.
- For Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____
(if student is under 18 years of age)

School Personnel Signature: _____ Date: _____

Optional:

1. What is the highest level of education completed by your maternal parent/guardian? (circle one)

Elementary Middle School High School College Graduate School Unknown

2. What is the highest level of education completed by your paternal parent/guardian? (circle one)

Elementary Middle School High School College Graduate School Unknown

**Florida Department of Education
Exit Interview
(Designated School Personnel)**

To be completed by school guidance counselor or other school personnel:

School Name _____ School District _____

Student Name _____ Withdrawal date: ___/___/___

Grade Level _____ Student ID# _____

Student DOB _____ School Transcript *(Please Attach)*

What is the *primary* reason the student is terminating school enrollment? (check one)

- | | | |
|---|---|--|
| <input type="checkbox"/> Classes not interesting | <input type="checkbox"/> Marriage | <input type="checkbox"/> Employment |
| <input type="checkbox"/> Student/teacher conflict | <input type="checkbox"/> Parenting | <input type="checkbox"/> Suspended too often |
| <input type="checkbox"/> Friends dropped out | <input type="checkbox"/> Illness | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Failing classes | <input type="checkbox"/> Migrant | <input type="checkbox"/> Truancy/Absenteeism |
| <input type="checkbox"/> Did not like school | <input type="checkbox"/> Expelled | <input type="checkbox"/> Failed to pass FCAT |
| <input type="checkbox"/> Family Problems | <input type="checkbox"/> Intimidated/Threatened/Bullied | |

Other: _____

Was the student in an alternative program prior to withdrawal from school? Yes No
 If no, was an alternative program available? Yes No
 If yes, describe the alternative program? _____

Had the student received individual counseling prior to this meeting? Yes No
 If no, was counseling made available to the student? Yes No

Has a child study team been convened on the student's behalf? Yes No
 If yes, please list the interventions taken by the child study team. _____

Was the student involved in school sponsored extracurricular activities? Yes No

Does the student have an IEP or Section 504 Accommodation Plan? Yes No

Has the student received any remediation services in the past two (2) years? Yes No
 If yes, please describe the remediation services? _____

What is the average number of days the student was absent over the past two (2) years?
 Year 1 _____ Year 2 _____

How many unexcused absences or tardies has the student accumulated over the past two years?

Unexcused Absences: Year 1 _____ Year 2 _____

Unexcused Tardies: Year 1 _____ Year 2 _____

What interventions did the school attempt in response to unexcused absences or tardinesses of the student while enrolled?

- A. Communication between the school/teacher and the family/student
- B. Formal meeting with the parent
- C. Changes to the learning environment
- D. Student counseling
- E. Tutoring
- F. Attendance Contract
- G. Mentoring
- H. Referral to other agencies/services on behalf of family needs
- I. Truancy Petition
- J. Other (Please describe)

Has the student *ever* been suspended? Yes No If yes, how many times? _____

Has the student *ever* been expelled? Yes No If yes, how many times? _____

Is the student eligible for the free/reduced lunch program? Yes No

Does the student plan to earn a GED? Yes No

If yes, inform student, for Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

Has the student been informed of options for continuing his/her education? Yes No

Has the parent been notified of the student's intent to terminate school enrollment? Yes No

If yes, provide the date of parent notification. _____

The student has identified the following as actions that could be taken to keep them in school.

- A. Opportunities for real-world learning (internships, service learning)
- B. Better teachers
- C. Smaller Classes
- D. More individualized instruction
- E. Better communication with your teachers
- F. Better communication with your parents
- G. Increased Parental Involvement
- H. Less Freedom and more supervision from parents
- I. Less Freedom and more supervision from school officials

Other: _____

Has the student completed the student survey? Yes No

If no, how many attempts did the school make to obtain a completed survey from the student? _____

The following section is included to encourage dropout retrieval efforts.

Three (3) month follow-up: (Please check all that apply.)

Method of contact:

Letter (Level I) Phone call (Level II) Home visit (Level III)

Contact Successful Contact Unsuccessful

Employment status:

Employed full-time Employed part-time Unemployed Unknown

Education status:

Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (Please explain) _____

Did the student return to school following this contact? Yes No

Final contact (prior to start of next school year):

Not applicable: Student returned to school _____ / _____ / _____

Method of contact:

Letter (Level I) Phone call (Level II) Home visit (Level III)

Contact Successful Contact Unsuccessful

Employment status:

Employed full-time Employed part-time Unemployed Unknown

Education status:

Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (Please explain) _____

Did the student return to school following this contact? Yes No

School Violence: Suggested Prevention By District Safety Committee

School violence can be prevented. Research shows that prevention efforts – by teachers, administrators, parents, community members, and even students – can reduce violence and improve the overall school environment. No one factor in isolation causes school violence, so stopping school violence involves using multiple prevention strategies that address the many individual, relationship, community, and societal factors that influence the likelihood of violence. Prevention efforts should ultimately reduce risk factors and promote protective factors at these multiple levels of influence.

A. What Is a School Crime Watch?

Based on the Neighborhood Watch concept, a school crime watch helps youth watch out for each other to make the entire school area safer and more enjoyable. The school crime watch is a student-led effort that helps youth take a share of responsibility for their school community. Youth who participate in a school crime watch learn how to keep from becoming victims. They also learn the best ways to report suspicious activities or arguments between students before they turn into fights or other disturbances.

B. Planning a Successful Project

For more information on how to plan a successful project, see the National Youth Network's Planning a Successful Crime Prevention Project. This 28-page workbook explains the five steps of the Success Cycle:

- Assessing Your Community's Needs.
- Planning a Successful Project.
- Lining Up Resources.
- Acting on Your Plans.
- Nurturing, Monitoring, and Evaluating.

The workbook includes six worksheets for you to take notes on. You can get a copy of this planning workbook from the Juvenile Justice Clearinghouse, listed in the Resources section.

C. What Are Some Possible School Crime Watch Activities?

Student Patrol Program

A student patrol can be a powerful component of a school crime watch. These groups go beyond traffic safety patrol programs. They look for and report signs of crime and help keep crime off campuses. This moves the program from an informational and teaching posture to one of action. Patrol activities include monitoring halls and parking lots between classes and during lunch. This alone can reduce the number of crime related incidents. In schools with active patrols, crime has dropped 20 to 75 percent. Recognize, however, that if the patrol is not accepted by a majority of students, it can easily be seen as a group of "snitches."

Anonymous Reporting System

Another school crime watch activity is setting up an anonymous reporting system. A reporting system is critical to the success of a school crime watch program. Students should report crime or incidents because they are serious issues, not because they want to get someone they don't like into trouble. If an incident is not reported, it might escalate into a dangerous situation for the students involved. Reporting should be done on an anonymous basis, and all crime watch reports should be kept confidential. Such a reporting system can produce tips on areas to watch on the school grounds and reveal other issues of concern to students.

Crimestoppers International and Youth Crime Watch of America have worked with schools to implement these kinds of programs and can provide you with more specific information..

D. Other Activities for School Crime Watch

Student crime watch programs can perform a number of other activities to promote the overall health of the school. These include: Hosting drug- and alcohol-free parties.

- Sponsoring crime prevention fairs.
- Working with local elementary schools on child safety issues.
- Writing a column about crime prevention for your local or school newspaper.
- Presenting daily or weekly crime prevention tips over the PA system during morning announcements.
- Teaching drug prevention, personal safety, and conflict resolution to peers and younger students.
- Organizing school cleanups.

Resources

For more information, contact one of the following organizations or visit the U.S. Department of Justice Kids Page Web site at www.usdoj.gov/kidspage. This site includes information for kids, youth, parents, and teachers.

Juvenile Justice Clearinghouse

P.O. Box 6000
Rockville, MD 20849-6000
800-638-8736
301-519-5212 (Fax)
Internet: www.ncjrs.org/ojjhome.htm

National Crime Prevention Council

1700 K Street NW., Second Floor
Washington, DC 20006-3817
202-466-6272
Internet: www.ncpc.org

Youth Crime Watch of America

9300 South Dadeland Boulevard, Suite 100
Miami, FL 33156
305-670-2409
305-670-3805 (Fax)
Internet: www.ycwa.org

National School Safety Center

4165 Thousand Oaks Boulevard
Westlake Village, CA 91362
805-373-9977
Internet: www.nsscl.org

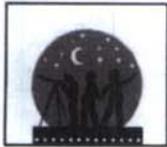
Scholastic Crimestoppers International

Larry Wieda
4441 Prairie Trail Drive
Loveland, CO 80537
303-441-3327
303-441-4327 (Fax)
Internet: www.c-s-i.org

Acknowledgements

The following Gadsden School Board Employees provided input and comments to modify the Student Code of Conduct. The committee overall believe the successful implementation and monitoring of the 2015-2016 plan will be enhanced with parents, students, faculty, staff and administration work collaboratively to ensure EVERYONE is empowered to execute the contents of the Student Code of Conduct. There is an overwhelming suggestion for the School Board to approve each school to have a School/Student Crime Watch Program beginning the 2015-2016 school term and continue as needed. The collaborative effort of community law enforcement, juvenile justice programs, behavior specialists, guidance counselors, administrator, athletic coaches, and school security staff would serve to enhance School/Crime Watch Programs at the school level.

| | |
|----------------------|----------------------------------|
| Chandler, Cedric | Greensboro Elementary School |
| Cunningham, Reginald | East Gadsden High School |
| Dowdell, Keith | Havana Middle School |
| Franklin, Micheal | Gretna Elementary |
| Gunn, Jeanne | James A. Shanks Middle School |
| Harris, Curlie | Stewart Street Elementary School |
| Harris, Robert | Stewart Street Elementary School |
| Harris, Ronte | East Gadsden High School |
| Hussein, Frederick | Carter Parramore Academy |
| Mandela, Judith | James A. Shanks Middle School |
| Murray, Wanda | Gretna Elementary School |
| Peterson, Ronald | James A. Shanks Middle School |
| Riggins, Sandra | West Gadsden High School |
| Robinson, Portia | Havana Middle School |
| Sawyer, Barbara | Havana Middle School |
| Simpkins, Alonzetta | Havana Elementary School |
| Smith, Rosalyn | Walker Administration Building |
| Stauter, Tommee | Havana Middle School |
| Thomas, Sharon | Walker Administration Building |
| Tolbert, Stephanie | West Gadsden High School |
| Trumpler, Felicia | West Gadsden High School |
| Wideman, Claudette | Carter Parramore Academy |



Gadsden County School District BULLYING AND HARASSMENT FINAL REPORT FORM

School Personnel Completing Form: _____ Position: _____

Today's date: _____ / _____ / _____ School: _____
Month Day Year

Name of Person Who Reported the Incident (From Reporting Form): _____

Date of Initial Report: _____ Telephone: _____ E-mail: _____

Student Parent/guardian Other (specify) _____

Written Report (form) Verbal Report Online Report Anonymous Report

1. Name of alleged victim: _____ Male/ Female: _____ Grade: _____ Age: _____
(Please print) Race: _____ Disabled Yes No
 Days absent as a result of the incident: _____

| 2. Name(s) of alleged offender(s) (If known): | Age | School | Is he/she a student? | Days absent due to incident (Include OSS) |
|---|-------|--------|--|---|
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |

(Please print)

INVESTIGATION

3. Parents/legal guardians of all involved were notified after the investigation was initiated. Date _____ Method _____

4. What actions were taken to investigate this incident? (choose all that apply)
- | | |
|---|---|
| <input type="checkbox"/> Interviewed alleged victim Date _____ | <input type="checkbox"/> Interviewed alleged victim's parent/guardian Date _____ |
| <input type="checkbox"/> Interviewed alleged offender(s) Date _____ | <input type="checkbox"/> Interviewed alleged offender's parent/guardian Date _____ |
| <input type="checkbox"/> Interviewed witnesses Date _____ | <input type="checkbox"/> Examined physical evidence |
| <input type="checkbox"/> Witness statements collected in writing | <input type="checkbox"/> Conducted student record review (for past incidents, etc.) |
| <input type="checkbox"/> Reviewed any medical information available | <input type="checkbox"/> Obtained copy of police report |
| <input type="checkbox"/> Interviewed teacher/relevant school staff Date _____ | <input type="checkbox"/> Other (specify) _____ |

5. Nature of Incident: Possible reasons/alleged motives for the bullying incident (choose all that apply – be specific)
- | | |
|--|---|
| <input type="checkbox"/> Because of race | <input type="checkbox"/> Because of physical appearance |
| <input type="checkbox"/> Because of national origin | <input type="checkbox"/> To impress others |
| <input type="checkbox"/> Because of marital status | <input type="checkbox"/> Just to be mean |
| <input type="checkbox"/> Because of gender | <input type="checkbox"/> Past conflicts |
| <input type="checkbox"/> Because of gender identity | <input type="checkbox"/> Retaliation |
| <input type="checkbox"/> Because of religion | <input type="checkbox"/> Because of another reason (specify): _____ |
| <input type="checkbox"/> Because of disability | <input type="checkbox"/> The reason is unknown |
| <input type="checkbox"/> Because of imbalance of power | |

6. Brief summary of incident: _____

7. Where has the alleged bullying/harassment occurred? _____

8. Was a clear threat involved? Yes No What was said _____

9. Frequency and History: Did the alleged bullying occur at regular times/occasions/places? How often? Have any incidents occurred in the past by the same person/people? Any past incidents from a different person/people?

10. Effects of the bullying or harassment incident:

- Disrupted school environment and the educational process
- Physical Harm. Any possible permanent effects? Yes No
- Emotional/psychological harm or discomfort
- Absenteeism
- Damage to reputation and/or relationships
- Other (specify) _____

11. What corrective actions were taken in this case?

| Unsubstantiated | Substantiated – Level III |
|---|---|
| <input type="checkbox"/> Parent contact | <input type="checkbox"/> Parent contact |
| <input type="checkbox"/> Student conference | <input type="checkbox"/> Behavior/No Contact contract |
| <input type="checkbox"/> Student warning | <input type="checkbox"/> Suspension from bus – How many days _____ |
| <input type="checkbox"/> Withdrawal of privileges | <input type="checkbox"/> In-school suspension – How many days _____ |
| <input type="checkbox"/> Detention – How many days _____ | <input type="checkbox"/> Out-of-school suspension - How many days _____ |
| <input type="checkbox"/> In-school suspension – How many days _____ | <input type="checkbox"/> Referral to law enforcement |
| <input type="checkbox"/> Counseling: Details _____ | <input type="checkbox"/> Counseling: Details _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other (specify) _____ |

12. What actions were taken in this case to protect the victim (choose all that apply in both cases of substantiated and unsubstantiated incidents)?

- Safety plan in place
- Monitoring situation
- Schedule change
- Transportation supervision
- Recommended staff the victim can go to if they feel unsafe
- No contact directive
- Additional bullying prevention education delivered
- Following-up meeting in place
- Counseling: Details _____
- Other: _____

13. Parents/legal guardians of all involved were notified that the investigation is complete.

Date _____ Method _____

14. Parents informed of the investigation outcome and the actions taken to protect the victim. Date _____

Informed: By Phone In Parent Conference By Letter

15. Additional pertinent information gained during investigation _____

(Attach a separate sheet if necessary)

16. Physical evidence collected _____

(Attach a separate sheet if necessary)

This allegation is: **Substantiated** **Unsubstantiated**

17. Entered into district discipline system: Yes No

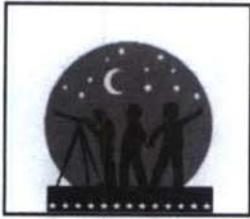
Substantiated
Unsubstantiated

BUL – Bullying or HAR – Harassment
UBL – Unsubstantiated Bullying or UHR – Unsubstantiated Harassment

If unsubstantiated as bullying and/or harassment, what was the infraction? (Examples: Disrespect, Misconduct, Altercation, Intimidation/Threats, Verbal Confrontation, Unauthorized Use of Technology, Other) _____

Investigator Signature: _____ **Date:** _____

****Attach copies of supporting documentation (Bullying/Harassment Report Form, Witness Statement Form, all interview notes, and any physical evidence for your records. Send a copy of this form to Student Services)****



Bullying or Harassment Reporting Form (Rev. 5/13)

"Building A Brighter Future"

This form should be used to report a possible incident of bullying as defined in the Gadsden County School District's Policy Prohibiting Bullying and Harassment.

Any student can report bullying or harassment by talking to an administrator or completing this form and returning it to an assistant principal or principal. This form can be placed in the school's designated drop off spot for anonymous reporting.

PLEASE PRINT

Your name (optional): _____

School: _____

Name(s) of student(s) accused of bullying and/or harassment: _____

Is this the first time you have been bullied or harassed? YES _____ NO _____

If NO, is the bullying by the same person(s) or a different person(s)? _____

Were any of these incidents previously reported? No _____ Yes _____ To whom _____

Where did the incidents happen (choose all that apply)

- On school property
- At a school-sponsored activity or event off of school property
- On the computer
- On a school bus
- On the way to/from school
- At the bus stop
- Other: _____

On what dates did the incidents happen? _____

Choose the statement(s) that best describes what happened (choose all that apply)

- Teasing
- Threat
- Stalking
- Theft
- Cyberbullying
- Social exclusion
- Intimidation
- Physical violence
- Public humiliation
- Other: _____

What did the alleged offender(s) say or do? _____

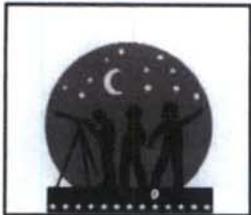
Were there any witnesses? Yes _____ No _____

Signature of student/employee completing this form (optional): _____ Date _____

Thank you. This report will be followed up in a prompt manner. By completing this form, you are verifying that your statements are true and exact to the best of your knowledge. If you fear a student is in IMMEDIATE danger, please contact a trusted adult right away!

For Office Use Only

Date Received: _____



Bullying Witness Statement Form (Rev. 5/13)

This form must be completed when there is a witness to an incident of alleged bullying. One form must be completed for each witness. All witness statements that relate to one incident should be attached to the Bullying or Harassment Reporting Form.

DATE OF INTERVIEW: _____

| | |
|------------------|--|
| WITNESS NAME | WITNESS TITLE (ex. Parent, Student, or Teacher) |
| VICTIM NAME | |
| ACCUSED NAME | |
| PRINCIPAL/SCHOOL | INCIDENT DATE |

Describe the location where the incident took place:

Description of incident witnessed:

Did you take any action to intervene? _____ If so, what did you do? _____

Have you witnessed any other bullying/harassing behavior towards the victim before? _____
If yes, was it by the accused or someone different? _____

List any other witness names and grades:

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature of witness

Date

Name of person interviewing witness



Gadsden County School District
"Building A Brighter Future"

Bullying Complaint Report Form

This report **MUST** be completed to file a complaint relating to an incident of alleged bullying (*for the purpose of this form, bullying encompasses bullying, harassment, and discrimination*) and turned in to the school Principal/ designee of the victim's home school or the appropriate area/district office.

| | | |
|---|-----------------------------|-------|
| PERSON FILING COMPLAINT (last, first, middle) | GENDER M F | GRADE |
| VICTIM'S NAME (last, first, middle) | GENDER M F | GRADE |
| ACCUSOR'S NAME (last, first, middle) | GENDER M F | GRADE |
| SCHOOL SITE (or site where incident occurred) | HOME SCHOOL/DEPT. OF VICTIM | |
| PRINCIPAL/ADMINISTRATOR | INCIDENT DATE / / | |

Describe the location where the incident took place:

Describe the incident:

List all witness names and grades: List evidence of bullying (letters, photos, etc. – attach evidence if possible):

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature of complainant

Date

Name of person receiving Bullying Complaint Form

Date

Be sure to attach any supporting documentation/evidence/investigation.

| Action | Agreed to Informal Resolution (Student-Student only) | Formal Resolution | Appeals: Referral to Area Superintendent and/or Appropriate Area/District Administrator |
|-------------------|--|-------------------|---|
| Date | | | |
| Outcome | | | |
| Signatures | | | |

Thank you. This report will be followed up within 2 school/work days.

If you fear a student is in IMMEDIATE danger, please contact the police immediately!

**CLASSROOM BEHAVIOR MANAGEMENT FORM FOR
MINOR OFFENSES IN K-12 SCHOOLS**

STUDENT _____ I.D. _____ DATE _____
TEACHER _____ SUBJECT _____ PERIOD _____
CIRCLE IF APPLICABLE TO STUDENT: ESE _____ ESOL _____

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ Favorable _____ Unfavorable _____ No reaction

Teacher Signature

Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____

_____ (DATE) _____ (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ Favorable _____ Unfavorable _____ No reaction

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ Positive _____ Neutral _____ No reaction

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. [Send this form and the student to the office.]

Date/Time Student Sent

Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

**Discipline Incident Form
Gadsden County Public Schools**

School _____

| Student # | Student name | Date | Time | Officer # | Reported by | Location |
|-----------|--------------|------|------|-----------|-------------|----------|
|-----------|--------------|------|------|-----------|-------------|----------|

Incident Codes:

- AR Arson
- AS Assault, Personnel/Student
- AU Alcohol, Using/ Possession
- BA Battery, Personnel/Student
- BE Breaking & Entering/Burglary
- BU Bullying, Cyber/Physical/Verbal
- DE Defiance/Disrespectful
- ID Disruptive, Classroom/Bus
- DC Disruption on Campus/Major
- DI Driving Infraction
- DU Drugs, Use/Sale/Possession
- ED Electronic Device, School/Bus
- EX Extortion
- FI Instigating a Fight
- FO Fighting

Please check the appropriate infraction and circle the action/category if needed

- FR Failure to Report as Assigned
- HA Harassment, Physical/Sexual/Verbal
- HP Horse-playing, Campus/Bus
- I1 Inappropriate, Behavior/Clothing/Gesture/Language
- I2 Indecent Exposure
- LS Leaving School Grounds/Activity/Class
- OD Defacing/Destroying Property, School/Student
- SX Sexual, Act/Activity/Battery
- SG Stolen Goods, Possession
- T1 Threat, Property/Student/Personnel
- TL Theft, Personnel/School/Student
- TO Tobacco, Using/Possession
- TP Trespassing on School Campus/Activity
- VA Vandalism
- WF Weapon, Possession/Use

Detailed Information:

A. More Serious B. Less Serious
 Drugs: M- Marijuana N- Non Controlled Substance

Incident needs to be reported to Law Enforcement: yes or no

Weapon: Description _____

of weapons _____
 Student in possession of weapon(s) Yes No
 Student arrested: Yes No

Comments: _____

Parental Contact

Parent Notification: Personal Contact Phone Message Written Communication

Name of Parent/Guardian: _____ Phone: _____

Notes: _____

Administrative Use Only

Administrative Disposition:

- | | | |
|--|---|--|
| <input type="checkbox"/> BR Bus Suspension | <input type="checkbox"/> DJ Placed in Time-Out | <input type="checkbox"/> DS Saturday Detention |
| <input type="checkbox"/> BS Ban from School Activities | <input type="checkbox"/> DK Require Restitution | <input type="checkbox"/> EX Recommending Expulsion |
| <input type="checkbox"/> DA Changed Assignment | <input type="checkbox"/> DN Assigned Detention | <input type="checkbox"/> IS In-School Suspension |
| <input type="checkbox"/> DG Referred to Guidance | <input type="checkbox"/> DO Work Detail | <input type="checkbox"/> LP Alternative Placement |
| <input type="checkbox"/> DH Conference w/ Student | <input type="checkbox"/> DP Parent Conference | <input type="checkbox"/> OS Suspension from School |

Number of Days: _____ **Beginning Date:** _____ **Return Date:** _____

SWD Student: If the student has received more than ten days of suspension during the current school year a manifestation meeting is required within 10 days. notification.)
 Please check, if you sent notification to the Director of Exceptional Student Education. (All suspensions requires notification.)

Comment: _____

Action by: _____ Date: _____ Time: _____ Witness: _____

Principal / Asst principal / Dean: _____

Copies: White-Parents Canary-Teacher Pink-Office Gold-Bus Driver

5136 - WIRELESS COMMUNICATION DEVICES

The School Board is aware that wireless communication devices (WCDs) are used by students and parents to communicate with each other. However, the use of wireless communication devices (WCDs) on school grounds must be appropriately regulated to protect students, staff, and the learning environment. This policy sets forth the District's policy with respect to WCDs.

Students may possess wireless communication devices (WCDs) in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions, provided that during school hours and on school vehicles the WCDs are powered completely off (i.e., not just placed into vibrate or silent mode) and concealed and secured in lockers or vehicles and stored out of sight.

A "wireless communication device" is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerries/Smartphones, WiFi-enabled or broadband access devices, two-way radios or video broadcasting devices, laptops, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information. Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school.

Also, during after school activities when directed by the administrator or sponsor, WCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight.

The requirement that WCDs must be powered completely off will not apply in the following circumstances when the student obtains prior approval from the building principal:

- A. The student is a member of a volunteer fire company/department, ambulance or rescue squad.
- B. The student has a special health circumstance (e.g. an ill family member, or his/her own special health condition).

The student is using the WCD for an educational or instructional purpose (e.g. taking notes, recording a class lecture, writing papers) with the teacher's permission and supervision. However, the use of any communication functionality of the WCD is expressly prohibited. This includes, but is not limited to, wireless Internet access, peer-to-peer (ad-hoc) networking, or any other method of communication with other devices or networks. In no circumstances shall the device be allowed to connect to the District's network. The preceding prohibitions do not apply to Board-owned and issued laptops, PDAs or authorized assistive technology devices.

Students are prohibited from using WCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e., pictures/video) of any student, staff member or other person in the school or

while attending a school-related activity, without express prior notice and explicit, written consent for the capture, recording or transmission of such words or images. Using a WCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal. Students who violate this provision and/or use a WCD to violate the privacy rights of another person may have their WCD confiscated and held until the parent is contacted and picks up the device from the school.

"Sexting" is prohibited at any time on school property or at school functions. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity. Such conduct not only is potentially dangerous for the involved students, but can lead to unwanted exposure of the messages and images to others, and could result in criminal violations related to the transmission or possession of child pornography. Such conduct will be subject to discipline and possible confiscation of the WCD.

The use of WCDs that contain built-in cameras (i.e. devices that take still or motion pictures, whether in a digital or other format) is prohibited in locker rooms and/or bathrooms and other areas where there is an expectation of privacy.

No expectation of confidentiality will exist in the use of WCDs on school premises/property.

Students are prohibited from using a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5517.01 – Bullying and Harassment. In particular, students are prohibited from using their WCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs; and (2) send, share, view or possess pictures, text messages, e-mails or other materials of a sexual nature (i.e., sexting) in electronic or any other form. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity and is harmful to minors. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a WCD to capture and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using their WCDs to receive such information.

Possession of a WCD by a student is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the WCD. The building principal may also refer the matter to law enforcement if the violation involves an illegal activity (e.g. child pornography). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the WCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed. In particular egregious offenses involving the invasion of another person's privacy, the Board reserves the right to confiscate the WCD and hold it. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. WCDs in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy 5771 – Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a WCD to school for a designated length of time or on a permanent basis.

A person who discovers a student in possession of or using a WCD in violation of this policy is required to report the violation to the building principal.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, damage, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians. Students may use their WCDs after the school day has ended.

F.S. 847.0141, 1006.07(2)

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5200 - ATTENDANCE

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session. School attendance shall be the responsibility of parents and students. Absences shall be reported to the school attendance office by the parent or adult student as soon as practicable.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a statement of the cause for such absence. The School Board reserves the right to verify such statements and to investigate the cause of each single absence.

In addition, educators shall have the responsibility of encouraging regular attendance of students, maintaining accurate attendance records, and following reporting procedures prescribed by the Superintendent.

Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child-welfare legislation. Accordingly:

- A. teachers shall record absentees each period of the school day and report those absences;
- B. parents should be notified each time their child is absent insofar as possible;
- C. when a student has been absent three (3) consecutive days and the school has been unable to ascertain the reason for the absences, the absences shall be investigated or at any other time if deemed necessary by the school principal.
- D. absences must be reported to the school by the parent or adult student as soon as practicable. Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

School-Based Intervention Procedures for Truant Students

The Board requires that the following school-based intervention procedures be adhered to for truant students:

- A. After three (3) days of unexcused absences, within a ninety (90) day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
- B. After five (5) days of unexcused absences, within a ninety (90) day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. NOTE: Student study team is to convene when a student misses five (5) unexcused absences within thirty (30) calendar days, or when a student misses ten (10) days within ninety (90) calendar days.

- C. After ten (10) days of unexcused absences within a ninety (90) day period, the student is referred to the visiting teacher.
- D. After fifteen (15) unexcused absences within a ninety (90) day period, the student is considered "habitually truant," pursuant to F.S. 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of fourteen (14) and accumulate fifteen (15) unexcused absences in a period of ninety (90) calendar days. The legislation further provides that those minors under age eighteen (18) who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Chronic truancy or deliberate nonattendance in excess of fifteen (15) school days within a semester shall be sufficient grounds for withdrawal of students sixteen (16) years of age or older, who are subject to compulsory school attendance under F.S. 1003.21.

Excused Absence

If the absences are excused, all educational requirements for the course shall be met before a passing grade and/or credit is assigned. The student shall have a reasonable amount of time, up to ten (10) school days, to complete make-up work for excused absences. Principals may grant extensions to the make-up time limit for extenuating circumstances. Regarding make-up of the work missed as a result of unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).
- B. Court appearance of the student.
- C. Medical appointment of the student.
- D. An approved school activity (absences recorded but not reported).
- E. Insurmountable problems. Prior permission by principal or designee is required except in the case of an emergency.
- F. Other absences with prior approval of the Principal.
- G. Attendance at a center under Children and Families Services supervision.
- H. Significant community events with prior permission of the principal. When more than one (1) school is involved, the Area Superintendent will determine the status of the

absence.

- I. Religious holiday (See Policy 5225).
- J. Death in the immediate family.

Absences not included in excused absences listed above shall be unexcused.

Pursuant to State law unexcused tardiness or absences shall not be grounds for suspension from school, but may result in other disciplinary consequences, such as detention or placement in existing alternative programs.

Any student who fails to attend any regularly scheduled class and has no excuse for absence should be referred to the appropriate administrator. Disciplinary action should include notification to parents or guardians.

The Superintendent shall develop administrative procedures that:

- A. provide the student and his/her parents with the opportunity to challenge the attendance record prior to notification and that such notification complies with applicable Board rules;
- B. govern the keeping of attendance records in accordance with the rules of the State Board;
- C. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- D. require that students whose absence has been excused have an opportunity to make up work they missed and receive credit for the work, if completed;
- E. require that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence, is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 or other appropriate accommodation.

Such regulations should provide that a student's grade in any course is based on his/her performance in the instructional setting and is not reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

Whenever any student has a total of fifteen (15) days of unexcused absence from school during any semester, s/he will be considered habitually absent. The Board authorizes the Superintendent to inform the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's excessive absences.

Students may not be given excused absences to remain out of school for the purpose of working, unless the job is an integral part of the student's instructional program.

F.S. 1002.20, 1003.21, 1003.24, 1003.26, 1003.27, 1006.09

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DRAFT

**LETTER OF ACKNOWLEDGMENT
FOR PARENTS/GUARDIANS/GUARDIANS**

PLEASE SIGN THIS FORM AND RETURN TO THE OFFICE OF THE PRINCIPAL

FOR PARENTS/GUARDIANS

I have received a copy of the Gadsden County School Board's Code of Student Conduct.

I understand that if my child commits or causes any criminal act using any wireless communication device while on school grounds or at any school function, he/she may be subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which my child has four (4) unexcused absences that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Parent/Guardian

Date

Student's Name

DRAFT

**LETTER OF ACKNOWLEDGMENT
FOR STUDENTS**

PLEASE SIGN THIS FORM AND RETURN TO THE OFFICE OF THE PRINCIPAL

FOR STUDENTS

I have received a general overview and specific instructions on the contents of the Gadsden County School Board's Code of Student Conduct.

I understand that if I commit or cause any criminal act using any wireless communication device while on school grounds or at any school function, I am subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which I have four (4) unexcused absences that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Student

Date

School

[If student is in a primary program and is unable to write his/her name, the teacher may sign the student's name and must initial his/her (the teacher) name.]

GADSDEN COUNTY SCHOOL DISTRICT
NOTICE REGARDING CODE OF STUDENT CONDUCT
FOR SCHOOL YEAR 2016 – 2017

In order to conserve resources, schools will not distribute paper copies of the *Code of Student Conduct* (Code) to every student. You can locate an electronic copy of the Code online at the District website at: www.gcps.k12.fl.us. **If you require a paper copy of the Code, please check the box where indicated below, sign and return this sheet, and one will be provided to your child.**

This Code has been adopted to help your son/daughter gain the greatest possible benefit from his/her education; therefore, please read and discuss the Code with your son/daughter. **To request a printed copy of the Code, please sign this sheet and return it to your child's teacher or guidance counselor.**

This form will be kept at the school. Training on the Code of Student Conduct will be provided to all students, teachers and administration during the first month of school.

FAILURE TO RETURN THIS REQUEST FORM WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OF STUDENT CONDUCT OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO GADSDEN COUNTY PUBLIC SCHOOL PROPERTY.

Please check only if you require a paper copy of the 2015-2016 *Code of Student Conduct*. **One (1) copy per household will be provided.**

Please provide a paper copy of the Code

Check here

 Name of your child's school

 Print Student Name

 Student Signature

 Date

 Print Parent/Guardian Name

 Parent/Guardian Signature

 Date

FOR DISTRICT USE ONLY

A copy of the Code of Conduct has been printed and returned to _____
 on _____. Please return this request and the paper copy of the Code to the
 parent/guardian of _____.

 Signature of District Office Employee