AGENDA

REGULAR SCHOOL BOARD MEETING

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

July 25, 2017

Immediately Following Tentative Budget Hearing at 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. June 27, 2017, 4:30 p.m. School Board Workshop
 - b. June 27, 2017, 6:00 p.m. Regular School Board Meeting
 - c. June 29, 2017, 9:00 a.m. Special School Board Meeting
 - d. June 29, 2017, 10:00 a.m. Student Hearing
 - e. July 11, 2017, 5:00 p.m. Special School Board Meeting
 - f. July 17, 2017, 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) **SEE PAGE #5**
 - a. Personnel 2016 2017

ACTION REQUESTED: The Superintendent recommends approval.

b. Personnel 2017 – 2018
 ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

a. Capital Health Plan Insurance Rates for 2017 – 2018 – SEE PAGE #8

Fund Source: All Funds Amount: See Attached Rate Sheets

ACTION REQUESTED: The Superintendent recommends approval.

b. Insurance Committee Recommendation – Flex Spending – SEE PAGE #18

Fund Source: All Funds Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. Memorandum of Understanding – Elder Care Services Foster Grandparent Program and Gadsden County School Board – **SEE PAGE #20**

Fund Source: IDEA – Federal Fund Amount: \$58,800.00 for ten months (\$5,880.00 per month) \$6,000.00 for ten months (\$600.00 per month)

ACTION REQUESTED: The Superintendent recommends approval.

d. Agreement Between Cumberland Therapy Services, LLC, and Gadsden County School Board - SEE PAGE #26

Fund Source: FEFP Dollars Amount: \$56.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

e. Agreement Between Cumberland Therapy Services, LLC, and Gadsden County School Board - SEE PAGE #32

Fund Source: IDEA Amount: \$61.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

f. Cooperative Agreement For Inter-County Transfer of Exceptional Students Between Leon County School Board and Gadsden County School Board – SEE PAGE #41

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

ACTION REQUESTED: The Superintendent recommends approval.

g. The School Board of Gadsden County, Contract with Independent Contractor Yolanda Smith-Ervin, MS under supervision of Lanicia Arnwine Marshall, LMHC, Ed.S. – **SEE PAGE #46**

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

ACTION REQUESTED: The Superintendent recommends approval.

h. Contracted Music Therapy with Hakeem Leonard, MT-BC of Healing Hearts– SEE PAGE #50

Fund Source:IDEAAmount:\$25,000.00

ACTION REQUESTED: The Superintendent recommends approval.

i. Florida State University - SEE PAGE #54

Fund Source: Federal Programs Amount: \$48,583.00

ACTION REQUESTED: The Superintendent recommends approval.

j. Rainbow All-Stars Solutions – **SEE PAGE #65**

Fund Source: Federal Programs Amount: \$21,600.00

ACTION REQUESTED: The Superintendent recommends approval.

k. Exceptional Student Education Policies and Procedures (SP&P) SEE PAGE #86

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

a. Request to Delete from Capital Assets and Sale Via Auction of Salvage SEE PAGE #193

Fund Source: Applicable Funds Amount: \$95,454.00.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Request to Delete and Dispose from Capital Assets – Furniture, Fixtures and Equipment and Sale Via Auction or Recycling Co. – **SEE PAGE #197**

Fund Source: All Funds Amount: \$172,291.54

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

a. Approval of 2017 – 2018 Code of Student Conduct – **SEE PAGE #248**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

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

a. Approval of Job Descriptions – **SEE PAGE #331**

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

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.gcps.k12.fl.us

Roger P. Milton Superintendent miltonr@gcpsmail.com

July 25, 2017

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 2016-2017 Item 6B Instructional and Non-Instructional Personnel 2017-2018

The following reflects the total number of full-time employees in this school district for the 2016-2017 school term, as of July 25, 2017.

	DOE	#Employees
Description Per DOE Classification	Object#	July 2017
Classroom Teachers and Other Certified	120 & 130	426.00
Administrators	110	49.00
Non-Instructional	150, 160, & 170	401.00
		876.00

Since Ulton

Roger H. Milton Superintendent of Schools

Audrey 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 323324 Greensboro, FL 32330 Charlie D. Frost DISTRICT NO. 4 Gretna, FL 32332 Quincy, FL 32352 Tyrone D. Smith DISTRICT NO. 5 Quincy, FL 32351

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2016/2017 REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

RESIGNATIONS

Name	Location	Position	Effective Date
Knoblauch, Mark	CPA	Teacher	06/27/2017
Roberts, Loretta	HMS	Teacher	06/27/2017
Washington, Leslie	SSES	Teacher	06/19/2017

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2017/2018 INSTRUCTIONAL

INSTRUCTIONAL			
Name	Location	Position	Effective Date
Agama, Nyesha	CES	Teacher	08/07/2017
Bradwell, Tanya	WGMS	Teacher	08/07/2017
Bryant, Cynthia	WGMS	Teacher	08/07/2017
Coxwell, Stephanie	HMS	Teacher	08/07/2017
Cummings, Kimberly	GCHS	Teacher	08/07/2017
Edwards, Danyale	HMS	Reading Coach	08/07/2017
Gonzalez, Charlotte	JASMS	Teacher	08/07/2017
Grant, Jacquelyn	WGMS	Teacher	08/07/2017
Halstrom, Alyssa-Dawn	GBES	Teacher	08/07/2017
Hatcher, Terry	HMS	Teacher	08/07/2017
Leath, Kimberly	CES	Teacher	08/07/2017
McNealy, Eleanor	SSES	Teacher	08/07/2017
Perry, Emily	HMS	Teacher	08/07/2017
Price, Trenise	GWM	Teacher	08/07/2017
Smith, Kenyatta	GCHS	Teacher	08/07/2017
Amith, Rose-Anna	HMS	Teacher	08/07/2017
	HMS	Teacher	08/07/2

NON-INSTRUCTIONAL

Name	Location	Position	Effective Date
Germany, Christopher	SSES	Assistant Principal	08/01/2017
Harris, Abria	Federal Programs	Elementary Math Specialist	07/17/2017
McGriff, Tammy	District	Director, Elementary Ed	07/10/2017
Robinson, Calvin	Federal Programs	Secondary Math Specialist	07/17/2017
Walker, Ida	Federal Programs	Director, Professional Learning	07/10/2017

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

RESIGNATIONS			
Name	Location	Position	Effective Date
Augustin, Ruth	GWM	Teacher	07/15/2017
Akers, Bridget	GCHS	Teacher	07/17/2017
Carlisle, Felicia	JASMS	Teacher	07/11/2017
Green, Cory	WGMS	Teacher	07/19/2017
Hanneken, Katelyn	GEMS	Teacher	07/11/2017
Kirkland, Earnest	CPA	Teacher	07/20/2017
Miller, Mary	Transportation	Bus Aide	05/31/2017
Mitchell, Antenette	SSES	Education Paraprofessional	07/05/2017
Pierre, Precilla	GCHS	Teacher	07/10/2017
Riggins, Shulamith	GEMS	Teacher	0718/2017
Rushton, Raven	SSES	Teacher	07/03/2017
Stephenson, Ciara	JASMS	Teacher	07/11/2017
Winters, Victor	JASMS	Teacher	07/20/2017
TRANSFERS	Location/Position	Location/Position	
Name	Transferring From	Position	Effective Date
Belford, Miesha	HMS/Teacher	GBES/Teacher	08/07/2017
Bullock, Gino	GCHS/Teacher	WGMS/Teacher	08/07/2017
Burke, Keyichee	GCA/Secretary	CPA/Secretary	07/18/2017
Davis, Torreya	CES/Teacher	WGHS/Teacher	08/07/2017
Formman, Keyshonara	HMS/Teacher	GWM/Teacher	08/07/2017
Walker, Faybrena	EGHS/Teacher Page 6	of 34 CPA/Teacher	08/07/2017

THE REAL PROPERTY.

D.R.O.P. RETIREMENT

<u>Name</u> Simmons, Peggy

INSTRUCTIONAL ANNUAL STATUS

Alexander, Maresha Chandler, Tamara Denton, April Dixon, Shantoria Henderson, Stacy Hill, Brandon Holton, Sasha Johnson, Birttiney Kelly, James McNair, Cassandra Mickens, Patrice Murray-McMillon, Shannon Nelson, Megan Richardson, Shareese Roberts, Natalie Stubbs, Sherri Thomas, Marvin Trotter, Trinika Williams, Nyama Williams, Sheila Wilson, Shironda

NON INSTRUCTIONAL

ANNUAL STATUS Gilcrease, Shakirya Harris, Geketta Simmons, Michael Quintanilla, Ashley Villegas, Rosa

PreK

Critteden, Charles

District

Lanier, Mary

Substitutes

<u>Teacher</u> Dixon, Johnny Powell, Carolyn Robinson, Corbin Location GCHS Position Teacher Effective Date 08/31/2017

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEMS: Capital Health Plan Insurance Rates 2017-18

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: The Insurance Committee is recommending Capital Health Plan's Capital Selection Plan \$15/\$30/\$50 which is a continuation of the 2016-17 coverage with a 7% rate increase

- FUND SOURCE: All Fund
- AMOUNT: See Attached Rate Sheets
- PREPARED BY: LaClarence Mays
- POSITION: Budget Manager

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.



THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.gcps.k12.fl.us ROGER P. MILTON Superintendent miltonr@gcpsmail.com

July 25, 2017

Recommendations:

To: Gadsden County School Board

From: Insurance Committee

Subject: Insurance Committee Recommendations

After reviewing both Capital Health Plan's Capital Selection Plan \$15/\$30/\$50 and Principal Choice Plan \$15/\$50/\$100 the Insurance Committee would like to recommend the Capital Selection Plan to the District. This is a continuation of the 2016-2017 coverage with a 7% rate increase.



July 6, 2017

Craig McMillan Pat Thomas Agency

Dear Craig:

We are pleased to submit the 2017 Capital Health Plan renewal rates for the employees of Gadsden County School District. These rates are effective October 1, 2017. The renewal rates do not include any of these changes listed below if enacted after the date of this letter and the effective date:

- 1) Changes from the associated plan designs previously provided
- 2) Changes mandated or made available by State and Federal Regulations
- 3) Changes in eligibility
- 4) Changes in the Anniversary Date
- 5) Significant changes in Demographics (15% or more)
- The following are the renewal rates for the current plan option and two alternate plans. These rates continue to reflect costs well below national trends.

Capital Health Plan	Employee	Employee + Spouse	Employee + Child(ren)	Employee + Family	Rate Increase
Current Plan Capital Selection \$15/\$30/\$50 Rx	\$591.19	\$1,182.84	\$1,005.12	\$1,714.63	7.0%
Current Plan Value Plan \$15/\$50/\$100 Rx	\$432.68	\$865.70	\$735.63	\$1,254.91	9.5%
Alternate Plan Capital Selection \$15/\$50/\$100	\$585.93	\$1,172.32	\$996.18	\$1,699.38	6.0%
Alternate Plan Principal Choice \$15/\$50/\$100	\$568.63	\$1,137.70	\$966.77	\$1,649.20	2.9%

2140 Centerville Place • PO Box 15349 Tallahassee, FL 32317-5349 850.383.3300 • www.capitalhealth.com

Gadsden School Board CHP	2017 2018 Dates		T	1		
Gadsden School Board CHP	2017-2018 Rates		-			
	#	Current	Emp Cost		BD Cost	
Emp	617	\$552.51	\$138.13		\$414.38	
Emp+Sp	24	\$1,105.45	\$691.07		\$414.38	
Emp+Ch	58	\$939.36	\$524.98		\$414.38	
Emp+Fam	4	\$1,602.45	\$1,188.07		\$414.38	
	Capi	tal Select 15/3	0/50	Difference		Difference
		-		States and a state of a		
Emp	617	\$591.19	\$147.80	\$9.67	\$443.39	\$29.0
Emp+Sp	24	\$1,182.84	\$739.45	\$48.38	\$443.39	\$29.0
Emp+Ch	58	\$1,005.12	\$561.73	\$36.75	\$443.39	\$29.0
Emp+Fam	4	\$1,714.63	\$1,271.24	\$83.17	\$443.39	\$29.0
	Capit	al Select 15/50	0/100			
Emp	617	\$585.93	\$146.48	\$8.35	\$439.45	\$25.07
Emp+Sp	24	\$1,172.32	\$732.87	\$41.80	\$439.45	\$25.07
Emp+Ch	58	\$996.18	\$556.73	\$31,75	\$439.45	\$25.0
Emp+Fam	4	\$1,699.38	\$1,259.93	\$71.86	\$439.45	\$25.0
	Princip	bal Choice 15/5	50/100			
Emp	617	\$568.63	\$142.16	\$4.03	\$426.47	\$12.09
Emp+Sp	24	\$1,137.70	\$711.23	\$20.16	\$426.47	\$12.09
Emp+Ch	58	\$966.77	\$540.30	\$15.32	\$426.47	\$12.09
Emp+Fam	4	\$1,649.20	\$1,222.73	\$34.66	\$426.47	\$12.09
·						
	Value Plan 15	/50/100 \$2,5	00 Deductible			
Emp	617	\$432.68	\$108.17	-\$29.96	\$324.51	-\$89.87
Emp+Sp	24	\$865.70	\$541.19	-\$149.88	\$324.51	-\$89.8
Emp+Ch	58	\$735.63	\$411.12	-\$113.86	\$324.51	-\$89.8
Emp+Fam	4	\$1,254.91	\$930.40	\$257.67	\$324.51	-\$89.8

Capital Health Capital Selection \$15/\$30/\$50 Rx

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage for: Employee or Family | Plan Type: HMO

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, at <u>www.capitalhealth.com/sbc</u>. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary/ or call 1-850-383-3311 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your <u>deductible?</u>	Not Applicable	See the Common Medical Events chart below for your costs for services this plan covers.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet deductibles for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	Medical: \$2,000 single coverage / \$4,500 family coverage Pharmacy: \$4,600 single coverage / \$8,700 family coverage	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , prescription drug brand additional charges, and health care this <u>plan</u> doesn't cover.	l Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.capitalhealth.com or call 850-383-3311 for a list of <u>network</u> providers.	Be aware your <u>network provider</u> might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes. Some specialists require a referral. For a list of specialists that require a referral go to <u>capitalhealth.com/ReferralAndAuth</u> .	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a referral before you see the <u>specialist</u> .

All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.

Common		What You Will Pay		Limitations, Exceptions, & Other Important
Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Information
	Primary care visit to treat an injury or illness	\$15 / visit	Not Covered	none
If you visit a health care provider's office	<u>Specialist</u> visit	\$40 / visit	Not Covered	Prior authorization required for certain specialist visits. Your benefits/services may be denied.
or clinic	Preventive care/screening/ immunization	No Charge for covered services	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Diagnostic tests other than x-ray or blood work may incur a cost share.
If you have a test	Imaging (CT/PET scans, MRIs)	\$100 / visit	Not Covered	Prior authorization required for certain imaging services. Your benefits/services may be denied.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at	Tier 1 drugs	\$15/30-day supply \$30/60-day supply \$45/90-day supply (retail & mail order)	Not Covered	If a generic drug is available, and a more expensive brand name drug is dispensed at the request of the member or the prescriber, the member must pay the copayment amount for the brand name drug plus pay the pharmacist 100% of the additional cost for the more expensive brand name prescription drug. This additional cost does not count towards your out- of-pocket limit. Prior authorization and or quantity limit may apply. Your benefits/services may be denied.
<u>coverage</u> is available at <u>www.capitalhealth.com/</u> <u>MedCenter</u> Tier 2 drugs	Tier 2 drugs	\$30/30-day supply \$60/60-day supply \$90/90-day supply (retail & mail order)	Not Covered	Prior authorization and or quantity limit may apply. Your benefits/services may be denied.
	Tier 3 drugs	\$50/30-day supply \$100/60-day supply \$150/90-day supply (retail & mail order)	Not Covered	Prior authorization and or quantity limit may apply. Your benefits/services may be denied.

2017.016.Capital.15/30/50.SBC For more information about limitations and exceptions, see plan or policy document at <u>www.capitalhealth.com/sbc</u>. Page 2 of 6 Page 13 of 341

	Specialty drugs	\$50 /30-day supply	Not Covered	Limited to 30 day supply and may be limited to certain pharmacies. Prior authorization and or quantity limit may apply. Your benefits/services may be denied.
If you have outpatient	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: \$100 / visit Hospital: \$250 / visit	Not Covered	Prior authorization may be required. Your benefits/services may be denied. Cost share
surgery	Physician/surgeon fees	\$40 / provider	Not Covered	applies to all outpatient services.
	Emergency room care	\$250 / visit	\$250 / visit	<u>Copayment</u> is waived if inpatient admission occurs; however if moved to observation status an additional copayment may apply based on services rendered.
If you need immediate medical attention	Emergency medical transportation	\$100 / transport	\$100 / transport	Covered if medically necessary.
	Urgent care	Urgent care: \$25 / visit Telehealth :\$15 / visit	Urgent care: \$25 / visit Telehealth :\$15 / visit	Telehealth services are available through our contracted vendor in all states where telehealth services are permitted.
If you have a hospital	Facility fee (e.g., hospital room)	\$250 / admission \$250 / observation	Not Covered	Prior authorization required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge if admitted. \$40 /provider for observation	Not Covered	none
If you need mental health, behavioral	Outpatient services	\$40 / visit	Not Covered	
health, or substance abuse services	Inpatient services	\$250 / admission	Not Covered	Prior authorization required. Your benefits/services may be denied.
	Office visits	\$40 / visit	Not Covered	None
If you are pregnant	Childbirth/delivery professional services	No Charge	Not Covered	none
	Childbirth/delivery facility services	\$250 / admission	Not Covered	Prior authorization required. Your benefits/services may be denied.
If you need help recovering or have other special health	Home health care	No Charge	Not Covered	Prior authorization required. Your benefits/services may be denied.
	Rehabilitation services	\$40 / visit	Not Covered	Limited to the consecutive 62-day period immediately following the first service date.
needs	Habilitation services	Not Covered	Not Covered	none

2017.016.Capital.15/30/50.SBC For more information about limitations and exceptions, see plan or policy document at <u>www.capitalhealth.com/sbc</u>. Page 3 of 6 Page 14 of 341

Sk	Skilled nursing care	No Charge	Not Covered	Covers up to 60 days per admission with subsequent admission following 180 days from discharge date of previous admission.
	Durable medical equipment	No Charge	Not Covered	Prior authorization required for certain devices. Your benefits/services may be denied.
Hospice services	No Charge	Not Covered	Prior authorization required for inpatient services. Your benefits/services may be denied.	
	Children's eye exam	\$15 / visit	Not Covered	none
If your child needs dental or eye care Children's glasses Children's dental chec	Children's glasses	Not Covered	Not Covered	none
	Children's dental check-up	Not Covered	Not Covered	none

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other <u>excluded services</u>.)

Acupuncture	Glasses	 Non-emergency care when traveling outside
Acupuncture	Habilitation services	the US
Bariatric Surgery	Lagring side	Private-duty nursing
Cosmetic surgery	Hearing aids	Douting fact care
	 Infertility treatment 	Routine foot care
Dental care (Adult)	Long-term care	Weight loss programs
Dental care (Child)	Long term out o	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

• Chiropractic care

• Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the <u>Health Insurance Marketplace</u>. For more information about the <u>Marketplace</u>, visit <u>www.HealthCare.gov</u> or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your <u>plan</u> for a denial of a <u>claim</u>. This complaint is called a <u>grievance</u> or <u>appeal</u>. For more information about your rights, look at the explanation of benefits you will receive for that medical <u>claim</u>. Your <u>plan</u> documents also provide complete information to submit a <u>claim</u>, <u>appeal</u>, or a <u>grievance</u> for any reason to your <u>plan</u>. For more information about your rights, this notice, or assistance, contact the Capital Health Plan at 1-850-383-3311. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <u>www.dol.gov/ebsa/healthreform</u>. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or <u>www.dol.gov/ebsa/consumer_info_health.html</u>.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have <u>Minimum Essential Coverage</u> for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 850-383-3311, 1-877-247-6512 Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 850-383-3311, 1-877-247-6512. Chinese (中文): 如果需要中文的帮助,请拨打这个号码 850-383-3311, 1-877-247-6512. Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 850-383-3311, 1-877-247-6512.

----To see examples of how this plan might cover costs for a sample medical situation, see the next section.----



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

\$15

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		
The plan's overall deductible	\$0	
Specialist copayment	\$40	
Hospital (facility) copayment	\$250	
Other <u>copayment</u>	\$0	

This EXAMPLE event includes services like: Specialist office visits (prenatal care) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (ultrasounds and blood work) Specialist visit (anesthesia)

Total Example Cost	\$13,400
In this example, Peg would pay:	
Cost Sharing	
Deductibles	\$0

The total Peg would pay is	\$1,060
Limits or exclusions	\$60
What isn't covered	
Coinsurance	\$0
Copayments	\$1,000

Managing Joe's type 2 Diabetes (a year of routine in-network care of a we controlled condition)	
 The <u>plan's</u> overall <u>deductible</u> Specialist copayment 	\$0 \$40
 Hospital (facility) <u>copayment</u> 	\$250

This EXAMPLE event includes services like: Primary care physician office visits (including disease education) Diagnostic tests (blood work) Prescription drugs Durable medical equipment (glucose meter)

Total Example Cost \$7,500

In this example, Joe would pay:

Other copayment

Cost Sharing	
Deductibles	\$0
Copayments	\$1,100
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$55
The total Joe would pay is	\$1,155

Mia's Simple Fracture (in-network emergency room visit and follow up care)

The plan's overall deductible	\$0
Specialist copayment	\$40
Hospital (facility) copayment	\$250
Other copayment	\$0

This EXAMPLE event includes services like:

Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)

Total	Example	Cost		\$2,200

In this example, Mia would pay:	
Cost Sharing	
Deductibles	\$0
Copayments	\$1,100
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,100

The plan would be responsible for the other costs of these EXAMPLE covered services.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. ^{7b}

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEMS: Insurance Committee Recommendation – Flex Spending

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: The Insurance Committee is recommending American Fidelity Assurance Company to become an authorized vendor to provide Flex Spending and Section 125 at no cost to the district's employees.

FUND SOURCE: All Funds

AMOUNT:

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

____Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered_____

CHAIRMANS' SIGNATURE: page(s) numbered_____ Be sure that the Comptroller has signed the budget page.



THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.gcps.k12.fl.us ROGER P. MILTON Superintendent miltonr@gcpsmail.com

July 25, 2017

Recommendations:

To: Gadsden County School Board

From: Insurance Committee

Subject: Insurance Committee Recommendations – American Fidelity

After reviewing all bids the Insurance Committee would like to recommend American Fidelity to offer their services as a vendor to include Flex Spending and Section 125 free of charge to the District. AFLAC will continue to provide Accident and Short Term Disability as well as other products previously offered to the District.

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>7</u> Date of School Board Meeting: **July 25, 2017**

TITLE OF AGENDA ITEM: <u>MEMORANDUM OF UNDERSTANDING - ELDER CARE SERVICES</u> FOSTER GRANDPARENT PROGRAM 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)

The Gadsden County School Board has an agreement with Elder Care Services Foster

Grandparent Program to maintain Fifty-six (56) Foster Grandparent volunteers, and FOUR

(4) or more Foster Grandparent Volunteers to work with Pre-K ESE students with

disabilities at various school settings.

AMOUNT: \$58,800.00 FOR TEN MONTHS (\$5,880.00 PER MONTH) \$6,000.00 FOR TEN MONTHS (\$600.00 PER MONTH)

IDEA - Federal Funded

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

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 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.

This form is to be duplicated on light blue paper.

summary.for revised 0591

FUND SOURCE:

Kealer R. Francis







Memorandum of Understanding

Elder Care Services, Inc., <u>Foster Grandparent Program</u> enters into this agreement with the <u>Gadsden County</u> <u>School Board</u> (hereafter referred to as the Station) for the purpose of providing its Volunteers with meaningful service opportunities with clients of the Station. All services expected must conform to the regulations governing the National Foster Grandparent Program as published in the Federal Register.

This agreement shall be in effect for the school year period beginning <u>August 1st, 2017</u> and ending <u>May 31st, 2018</u> unless otherwise requested.

Each party has designated the following persons to serve as liaison for their respective organizations and all formal communications shall be conducted with their knowledge.

Station Representative:	Sharon Thomas	
Position Held:	Program Director	
Program Representative:	Tiffane Zanders	
Position Held:	Volunteer Coordinator	-

Section I

Elder Care Services, Inc., Foster Grandparent Program agrees to:

1. Designate a Program Coordinator to serve as liaison with the Station.

- Recruit, interview and enroll volunteer(s) to maintain <u>FIFTY SIX (56) IN K-12 SCHOOLS, FOUR (4) IN</u> <u>PRE-K/HEADSTART</u> volunteer position(s) at the Station. The volunteer(s) will provide services as directed by the Station to clients assigned to them by Station staff.
- 3. Provide not less than 40 hours of orientation and training of which 20 hours must be pre-service orientation and an average of 4 hours monthly of in-service training. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as needed
- 4. Work with the Station supervisor of the volunteer(s) regarding the volunteers' interactions with clients according to criteria and procedures to be jointly agreed upon by the Station and the Program (Assignment Plan). It is understood that the Station has the authority to direct, schedule, instruct, and coordinate the activities of all volunteers assigned to it.
- Prior to placement, all Foster Grandparent volunteers will be screened in accordance with Federal and State guidelines, including: National Sexual Offender Public Registry (NSOPR) and Level II Criminal History Check in accordance with Florida Statute 435. Personal references and prior employment may Z:\Senior Volunteers\FGP-SCP\MOUs







be checked if needed. Additional background checks or rechecks will be the sole responsibility of the station.

- 6. Furnish adequate accident and liability insurance coverage as required by the Senior Service Corps guidelines.
- 7. Arrange physical examinations for all volunteers, initially prior to assignment, and annually thereafter.
- 8. In cooperation with the Program Advisory Council arrange, for appeal procedures to resolve problems arising between volunteers, the Station and/or the Program.
- 9. Retain full responsibility for the management and fiscal control of the project.
- 10. Ensure a written Letter of Agreement is signed authorizing in-home service by the volunteer(s). Ensure a plan specifying activities to be performed by the volunteer is current.
- 11. Provide the Station with a Statement of Service on a monthly basis.
- 12. Monitor travel site expense to ensure that transportation costs are incurred through volunteer assignments and volunteer service. Provided there are sufficient funds available, project funds cover a limit of \$89 (200 miles @ 44.5 cents per mile) per volunteer per month.
- 13. Establish a probationary period of three (3) months or 90 calendar days within which newly assigned volunteers shall be evaluated as to their performance. Acceptance of an assigned volunteer beyond this period shall constitute an agreement of satisfactory performance unless otherwise communicated in writing prior to the end of this probationary period.
- 14. Donor certification: It is certified that the time devoted to the project will be performed during normal working hours. These services are not included as match for any other state or federal government directly or indirectly under any federal grant or contract except as provided for under FR 94.016

SECTION II

The Station agrees to:

- 1. Designate Station Representative (above) to act as liaison with the Program.
- Designate a person to supervise the day-to-day activities of the volunteer(s) and evaluate their performance. Assist in documenting performance problems of the volunteer and work with Program staff on determining and implementing corrective disciplinary procedures.
- 3. Inform the Program of the Station's acceptance of a volunteer at the end of the three (3) months probationary period. Further, the station should notify the Program of problems with the performance







of <u>any</u> volunteer during the probationary period or at any time necessary for the satisfactory delivery of services to Station clients.

- Direct and arrange schedules for the volunteer(s) that utilizes their skills and training.
- 5. Provide for adequate health and safety protection of volunteers. In consultation with the Program, make investigations and reports regarding accidents and injuries involving volunteers.
- 6. Assist the Program staff in responding to emergencies that may occur when volunteers are on duty.
- Assist the Program in developing and implementing the necessary record keeping and communications systems required by both parties.
- 8. Collect and validate appropriate volunteer reports for submission to the Program, i.e., time sheets, travel vouchers, Assignment Plans, Outcome Forms, evaluations, etc.
- 9 Develop or utilize existing Assignment Plans with specific goals and objectives for services to each Station client.
- 10. Inform the Program in a timely fashion of problems that may develop between volunteers and Station staff or Station clients.
- 11. Allow the Program staff access to volunteer sites or client information as necessary in the conduct of the Program's monitoring responsibility, within the confidentiality restrictions imposed by the Station.
- 12. Facilitate each volunteer first visit when assigned to a new Station client.
- 13. Participate in training for teachers or other Station staff conducted or sponsored by the Program to improve the delivery of services to Station clients and to improve the communication and the relationship between the parties concerned.
- Assist in recruitment, orientation instruction and other project related activities to enhance services to Station clients.
- 15. Have the right to request the Program to reassign the volunteer at any time.
- 16. Provide donation/in-kind contribution(s) in support of the Program:

Volunteer Support\$5,880/month (for 10 months) for K-12 SchoolsVolunteer Support\$600/month (for 10 months) for Pre-K/HeadStartShare of cost support must be from a non-federal source.







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- 17. Ensure that Foster Grandparents serve in a volunteer capacity and verify that they will not displace paid or contracted employees.
- 18. Maintain programs and activities to which Foster Grandparents are assigned are accessible to persons with disabilities, limited English proficiency, and provide reasonable accommodations to allow participation. The Volunteer Station will maintain the programs and activities to which Foster Grandparents volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities
- 19. The volunteer station will not discriminate against Foster Grandparents on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation, age, political affiliation, religion, or disability or on the basis of disability, if the volunteer is a qualified individual with a disability.
- 20. The station verifies that it is a public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government.
- 21. Volunteers are prohibited from engaging in political activities while on duty or resulting in identification or involvement of the volunteer project with the political activity. Prohibited political activities include: electoral activities, voter registration, voter transportation to polls, and efforts to influence legislation and labor or anti-labor organizations or related activities.
- 22. Volunteers may not give religious instruction, conduct worship services, or engage in any form of religious practice while on duty.
 - 23. Elder Care Services and its employees, nor any volunteer station, may request or receive compensation from the beneficiaries of Senior Corps volunteers. No volunteer can receive a fee for service from the service recipients, their legal guardians, members of their families, or friends.

SECTION III

The Program and Station mutually agrees:

1. Termination at will.

This Agreement may be terminated by either party upon no less than thirty (30) days written notice with or without cause.

 It is understood that the volunteer assignments are not contingent upon a voluntary donation from the station or upon a prescribed amount of donation.







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3. Re-negotiation or modification.

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to re-negotiate this Agreement if Federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.

If the number of volunteers stated in this contract remains inaccurate for four or more months, an addendum should be signed to adjust the amount of volunteers to a more consistent and mutually agreeable number.

4. Special Provisions: NONE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

Elder Care Services, Inc. Senior Volunteer Programs		Station	
BY:	Jocelyne Fliger	BY:	
SIGNATURE	Jouline This	SIGNATURE:	
TITLE:	Director of Senior Vol. Programs	TITLE:	
ADDRESS:	2518 W. Tennessee St,	ADDRESS:	
	Tallahassee, FL 32304		
DATE:	7/10/17	DATE:	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA



AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: <u>Agreement between Cumberland Therapy Services, LLC,</u> 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 Speech/Language Services to Exceptional Students in

Gadsden County Schools. The therapist will provide needed services in position not

filled by the Gadsden County School Board.

SOURCE: FEFP Dollars

AMOUNT: \$56.00 per hour

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 _____

CHAIRMAN'S SIGNATURE: page(s) numbered

SCHOOL BOARD ATTORNEY: page(s) numbered

This form is to be <u>duplicated</u> on <u>light blue paper</u>.

Kealer R. Franco **PROOF READ BY:**

Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026



AGREEMENT

This Agreement is made and entered by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC (d/b/a The Stepping Stones Group), 2586 Trailridge Drive East, Suite 100, Lafayette CO 80026, hereinafter referred to as "Contractor" and, <u>Gadsden County School District, 35 Martin Luther King Jr. Blvd, Quincy, FL</u> <u>32351</u>, 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:

Speech Therapist \$56.00 per hour

School District agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of <u>37.50</u> hours per week; <u>provided</u>, <u>however</u>, 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. School District is responsible for payment for all billable hours through the employee's termination date.

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: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

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. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts



The Stepping Stones

Cumberland Therapy • AlphaVista

MyTherapyCompany

Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026

shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

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

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

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 <u>06/11/2018</u> 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 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.



The Stepping Stones

Cumberland Therapy • AlphaVista

MyTherapyCompany

Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026

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.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. 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 Colorado. 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.



Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026

Signed for Contractor:

MyTherapyCompany

GROU

Signed for School District:

A.V. Olsan

Name	Name	
Halyna R. Olsen	A PARA 2013 IN	
Title	Title	
Associate Director	2.1215/0.02111	
Date	Date	
6/27/2017		

Cumberland Therapy Services, LLC 2586 Drive East, Suite 100 Lafayette, CO 80026 Phone: (800) 337-5965

Gadsden County School District 35 Martin Luther King Jr. Blvd Quincy, FL 32351 Phone: (850) 627-9651



Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026

EXHIBIT A: Assignment Information Form

To be completed and submitted with Agreement

Facility Name:			
A/P Contact Name and Title:	а. Х		
A/P Email Address:			
A/P Mailing	Address 1: .		
	Address 2: .		
A/P Mailing Address: (note: all invoices will be emailed, unless instructed below):	City: .		
		State:	Zip: .
A/P Phone Number:			
A/P Fax Number:			
Special Billing Instructions:			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA



AGENDA ITEM NO. _____7e____

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: <u>Agreement between Cumberland Therapy Services, LLC,</u> 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 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 <u>3 & 7</u>

CHAIRMAN'S SIGNATURE: page(s) numbered

SCHOOL BOARD ATTORNEY: page(s) numbered

This form is to be <u>duplicated</u> on <u>light blue paper</u>.

PROOF READ B

AGREEMENT

This Agreement is made and entered by and between Cumberland Therapy Services, LLC, a subsidiary of Stepping Stones Group, 318 W. Adams Street, Suite 300B, Chicago, IL 60606, hereinafter referred to as "Contractor" and Gadsden County School District, 35 Martin Luther King, Jr. Boulevard, 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 (C.Mathlin-Sully) \$61.00 per hour

School District agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of <u>40.00</u> hours per week; <u>provided</u>, <u>however</u>, 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.

MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

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. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

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.

Therapy Brands You Can Count On



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 6/30/18 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.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the



2000 Traininge Drive East, Suite 100 Lafayette, CO 80026

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

Title

Date

Igen

Name Halyna R Olsen Title Associate Director Date 5/5/2017

Cumberland Therapy Services, LLC 318 W.Adams Street, Suite 300B Chicago, IL 60606 Phone: (800) 337-5965 Gadsden County School District 35 Martin Luther King, Jr. Boulevard Quincy, FL 32351 (850) 627-9651



EXHIBIT A: Assignment Information Form

To be completed and submitted with Agreement

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

Special Billing Instructions:	


AGREEMENT

This Agreement is made and entered by and between Cumberland Therapy Services, LLC, a subsidiary of Stepping Stones Group, 318 W. Adams Street, Suite 300B, Chicago, IL 60606, hereinafter referred to as "Contractor" and Gadsden County School District, 35 Martin Luther King, Jr. Boulevard, 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 (F. Whaley) \$61.00 per hour

School District agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of <u>40.00</u> hours per week; <u>provided</u>, <u>however</u>, 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.

MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

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. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

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

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District.

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

Therapy Brands You Can Count On..... Cumberland Therapy Services WY HERAPY OMPANY Pathways to Speech 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 <u>6/30/18</u>, 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.



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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.

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

M. Olsen

Name	Name
Halyna R Olsen	
Title	Title
Associate Director	
Date	Date
5/5/2017	
Cumberland Therapy Services, LLC	Gadsden County School District
318 W.Adams Street, Suite 300B	35 Martin Luther King, Jr. Boulevard
Chicago, IL 60606	Quincy, FL 32351
Phone: (800) 337-5965	(850) 627-9651



EXHIBIT A: Assignment Information Form

To be completed and submitted with Agreement

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

Special Billing Instructions:	



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA



AGENDA ITEM NO. 7f

Date of School Board Meeting: July 25, 2017

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

YES 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. ThomasPOSITION: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 <u>4</u> CHAIRMAN'S SIGNATURE: page(s) numbered <u>4</u>

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

summary.for revised 0591

Jalu R. Francis Proof read by:

BOARD CHAIR Georgia "Joy" Bowen

BOARD VICE CHAIR Alva Swafford Striplin



BOARD MEMBERS Maggie Lewis-Butler DeeDee Rasmussen

Rosanne Wood

SUPERINTENDENT Rocky Hanna

CONTRACTUAL AGREEMENT FOR INTER-COUNTY TRANSFER OF EXCEPTIONAL STUDENTS

This agreement entered into the fourteenth day of August, 2017, by the School Board of Leon County and the School Board of <u>Gadsden County</u> 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:

GRADE PROGRAM ASSIGNMENT LEVEL SITE

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 <u>Gadsden County</u> 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 noninstructional 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 <u>Gadsden County.</u>

<u>III.</u> As a participating school district, the School Board of <u>Gadsden County</u> 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 2017-18 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 F 1E 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 FIE 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 F 1E 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, 2018;
 - 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 <u>Gadsden County</u> student, if actual weighted FTE creates an under or over payment of \$100 or more. This adjustment will be made following the June F 1E and prior to October 1, 2018.

This Agreement shall take effect August 14, 2017and continue until May 31, 2018. 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, <u>Gadsden County</u> 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 <u>Gadsden</u> <u>County</u> students for a cost of five hundred dollars per student for the five weeks of Extended School Year.

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY:

Board Chairperson

THE SCHOOL BOARD OF LEON COUNTY, FLORIDA

BY:

DATE:

DATE:

Board Chairperson

Rocky Hanna, Superintendent, Leon County Schools

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g

Date of School Board Meeting: July 25, 2017

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Yolanda Smith-Ervin, MS under supervision of Lanicia Arnwine Marshall, LMHC, Ed.S

EXCEPTIONAL STUDENT EDUCATION DIVISION:

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
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:

Kealen R. Francis

Gadsden County School District Exceptional Student Education Contract with Independent Contractor 2017-2018 Fiscal Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 15rd day of August 2017 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 Lanicia Arnwine Marshall, LMHC,Ed.S., CAP, RPT-S and Yolanda Smith-Ervin, MS, 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 Yolanda Smith-Ervin under supervision of Lanicia Arnwine Marshall, LMHC Clinical Psychological Services.
- 2. Yolanda Smith-Ervin, MS, under supervision of Lanicia 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 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. 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 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 August 1, 2017 to June 30, 2018. 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.

Lanicia Arnwine Marshall, LMHC, Ed.S.

Yolanda Smith-Ervin, MS

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

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY:_____

ATTEST: Roger P. Milton, Superintendent

Date

Date

Date

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7h

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: <u>Contracted Music Therapy with Hakeem Leonard, MT-BC</u> of Healing Hearts

DIVISION: Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This contract provides music therapy for students with moderate to severe

disabilities at Stewart Street Elementary, Gadsden County High School,

Shanks Middle School, and other schools as necessary.

FUND SOURCE: IDEA

AMOUNT: **\$25,000.00**

PREPARED BY:Sharon B. ThomasPOSITION: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 duplicated on light blue paper.

Summary.for Revised 0591

lalon X **Proof read by:**

Page 50 of 341

CONTRACT

Contract for Music Therapy Services

Dates of Services: August 14, 2017 through May 31, 2018

Services Provided for Gadsden County Schools:

Each Music Therapy session will be designed by Music Therapist-Board Certified (MT-BC), according to student or group's referred and assessed needs, taking into account consultation and recommendations of teachers and staff. MT-BC will create a music therapy treatment plan both by group (for group sessions) and by individual (for individual sessions). Documentation will be taken for each music therapy session on music therapy documentation forms. Feedback, in the form of documentation and/or verbally, will be provided to teachers and staff at the school and district level at end of the year and the end of the semester (by request) to show progress in reaching goals/objectives.

Healing Hearts will be contracted for two (2) full days per week and an additional 2 hours (as added billed hours on full days or on a separate day). One full day of music therapy services will consist of 5 hours of work, including direct student contact, preparation, and documentation (see Appendix I for details). The first two weeks of school, MT-BCs will conduct music therapy assessments, observations, and teacher meetings for music therapy groups. MT periodic reassessment, such as seeking out IEP plans and/or functional goals to identify music therapy goals and observation of students in the natural school setting, will also be included within work time, when necessary to perform such tasks. When implementing services, each day of music therapy will be broken down into an average of 4 hours of direct student contact and 1 hour of preparation and documentation time. Healing Hearts must turn in sign-in sheets (with signatures of a school representative and the music therapist facilitating services) and an invoice in order to receive payment, with the exception of the following provisions:

The MT-BCs reserve the right to complete documentation and planning, follow-up emails with teachers and/or administration, away from the school sites when school-mandated scheduling interferes with the scheduling of music therapy services. This will not effect direct student contact hours. Proof of this provision will be the documentation. This work will also be reflected on the invoice.

Up to two (2) full days at the beginning of the school year and two (2) full days at the end of school year will be allotted Healing Hearts to bill while doing work from home. The purpose of these days is to produce initial/beginning of the year treatment plans and to produce final/end of the year documentation, respectively. Any request for formal mid-year documentation will also be billed for an additional two (2) half-days. Proof of this provision will be the document. This work will also be reflected on the invoice.

Healing Hearts Music Therapy requests a 24-hour notice for cancellations of sessions (due to field trips, etc.) or school will be billed. A minimum of 2.5 hours will be billed to East Gadsden County High or Stewart Street (on full day at one school) or 1 hour at Shanks, Stewart Street, Monroe (on partial days at one school) or if the MT-BC arrives on campus to provide services and groups/classes/individual is not able to be seen or cancels without notification. If the MT-BC needs to cancel the school will not be billed.

Provision of access to records which are directly pertinent to this contract will be given to the Gadsden County School District, the Comptroller General of the United States, and the Federal Grantor agency, or any of their duly authorized representatives for the purpose of making audit transcriptions.

All student records will be retained for three years after final payment and all other pending matters are completed.

Liability:

Healing Hearts shall hold harmless, indemnify and defend the indemnities against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not limited to attorneys fees and costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of Healing Hearts, whether or not due to or caused in part by the negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Gadsden County, Florida, and its members, officers and employees.

Within five (5) days of the School Board approving this agreement, Healing Hearts representatives shall provide proof of the following insurance coverage indicated:

Professional Liability Insurance

Fee Schedule:

The music therapist will deliver up to two (2) days per week at a rate of \$290.00 per day or \$58 per hour plus additional two (2) hours at \$58 per hour. Assignment of students/sessions will result from collaborative effort by the school site and the district office.

Contract valid for dates of services specified above but may be discontinued by either party with 30 days prior written notice.

Signature of Owner

Hakeem Leonard, PhD, MT-BC

Official Address:

Healing Hearts Music Therapy, LLC 1106D Thomasville Rd. Tallahassee, FL 32303

Phone: (706) 593-4524

Signature of Approval:

Gadsden County Superintendent of Schools

Date

Date

Appendix I

Based on services provided last year and new planned services for this year, Healing Hearts will be providing services to the following (below). While the classes provided and the overall services will reasonably stay the same, there may be some change in the specific classes schedule seen on a particular day based on logistic ability of the therapist and best interest of students as defined by therapists with input from teachers: Day 1:

-4 hours of therapy time split between 4 self-contained classes and individual sessions (as needed)

-1 hour of set-up/travel/documentation/planning

Day 2:

-Music therapist is serving 3 self-contained classes with all elementary school aged children

-Music Therapist is serving 2 self-contained classes at the middle school

-4 hour of therapy services

-1 hour of set-up/travel/documentation/planning

Additional Hours (2 hours):

-Addition of 1 hour of services at Stewart Street Elementary for ESE preschool students for early intervention services

-Addition of 1 hour of services at George Monroe Elementary for ESE students (Spec. Ed. Director will identify (2) classes with largest need

-Will occur as added billed hours on full days (shown above) or on a separate day

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7i

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: Florida State University

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This is a continuation contract for SSTRIDE provided by Florida State University in partnership with Gadsden County School District. SSTRIDE is an outreach effort of the FSU College of Medicine with support from select school districts and Florida's Area Health Education Centers. SSTRIDE identifies students with an interest in a career in STEM or medicine and gives those students the support services necessary for them to develop focus, responsibility, and motivation necessary to succeed in the chosen field. This is a pre-college component providing rigorous intervention instructional services for secondary students at GCHS, GEMS, WGMS, HMS, and JASMS. This contract represents an expansion of services to also serve non-SSTRIDE students in Algebra and Biology in an effort to effect school reform. This contract falls under School Board Policy 6320 Exception to Competitive Bidding Requirements (E) *The purchase by the Board of educational services and any type of copyrighted materials including...a governmental agency or a recognized educational institution*".

FUND SOURCE:

Federal Programs

AMOUNT:

PREPARED BY:

\$48,583.00 Rose Raynak

POSITION:

Director of Federal Progrmas

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:

School Board of Gadsden County, Florida CONTRACTUAL AGREEMENT Fiscal Year: 2017-2018

This contractual AGREEMENT is made between the <u>School Board of Gadsden County, Florida</u>, a school district, referred to as the "RECIPIENT", 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, (also referred to as the District) and <u>Florida State University</u>, a state university with their principal place of business at <u>874 Traditions Way</u>, Third Floor, Tallahassee, Florida <u>32306-4166</u> for the purposes of providing science and math instruction to students through the SSTRIDE program at Gadsden County High School (GCHS), West Gadsden Middle School (WGMS), Havana Magnet School (HMS), James A. Shanks Middle School (JASMS), and Gadsden Magnet Elementary School (GEMS) herein referred to as "CONTRACTOR". The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in their agreement with the Area Director of Secondary Education; Mr. Curtis Richardson, STEM Coordinator; and the Principals of GCHS, WGMS, HMS, JASMS, and GEMS to provide instructional services for Biology I (focuses on End of Course - EOC - exam preparation), Algebra I EOC, Chemistry, Anatomy & Physiology and Introduction to Health Science in Gadsden County as further set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same to Gadsden County by the Florida Department of Education. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon provision of acceptable levels of service; positive academic outcomes for students enrolled in the SSTRIDE Biology, Chemistry, Anatomy & Physiology, Algebra, and Introduction to Health Science Courses; approval from the School Board; and continued funding of the Title I, Part A grant by the Florida Department of Education to Gadsden County and available General Revenue dollars to fund the initiative. This agreement, when duly executed and approved by the Florida State University College of Medicine (FSUCOM) and RECIPIENT authorizes the continuation of the FSUCOM rural SSTRIDE Program to students attending HMS, JASMS, GEMS, GCHS, and WGMS within the Gadsden County School District. The SSTRIDE program will provide an advanced science and math curriculum, professional development, course materials, program mentors and/or tutors, and educational supplies as outlined in Appendices A and B of this document.

ARTICLE 2. SCOPE OF SERVICES

The purpose of the partnership is to address the problem of the shortage of minorities in science, healthcare, and medicine and the underlying need of increasing student's critical thinking, problem solving, communication, and writing skills. The outreach program will stimulate students' interest in science by providing students with hands-on activities,

experiential projects, guest speakers, service learning, professional development, clinical shadowing experiences, educational trips, academic advising, and intervention/enrichment programs. SSTRIDE is designed to promote active learning and positive experiences to build self-confidence and broaden horizons for rural and under-represented students who might not otherwise pursue a health-care or medicine career. The program will consist of pre-selected students. Periodic reviews of academic programs and policies will be conducted as necessary under the auspices of FSUCOM.

The goals of the project include:

- Increase the number of rural students into science, math, and medical careers by developing, coordinating, overseeing, and evaluating in-school and after-school, summer institute, and enrichment program activities to encourage and stimulate interest and pursuit of medical and health careers.
- Foster high academic performance and achievement through a structured, integrated curriculum, structured in-school science and elective classes, mentoring and innovative blend of hands-on activities.
- 3. Provide a mechanism for supporting and tracking rural students along the educational pathway to a scientific or medical career.
- 4. Create partnerships within the public school systems, community colleges, universities, hospitals, local health organizations, and other interested parties.

The CONTRACTOR agrees to provide academic support, tutoring, mentoring, educational leadership, and professional experiences for Gadsden County students involved in the SSTRIDE program (grades 8th -11th). The mission of Rural SSTRIDE is to promote student interest and achievement in the fields of science and mathematics with the ultimate goal of increasing matriculation into college, medical, and health profession schools. Specifically, the CONTRACTOR agrees to:

- Conduct the SSTRIDE education program which consists of a biology, anatomy, chemistry or Introduction to Health Science elective course in grades 8th through 11th and offer college application support to the students' in their 12th grade year.
- Provide mentors (pre-medical) and graduate students in the classroom to serve as teaching assistants and tutors.
- Provide full-time program oversight by the coordinator, part-time oversight by the director and assistant director, and continuously intervene where needed
- Purchase classroom supplies and coordinate training in CPA and ACT Prep
- Provide guest speakers relating to health science topics discussed in the classroom
- Coordinate educational activities pertaining to curriculum or program enhancements
- Provide yearly formative and summative evaluations via surveys and other assessment methods for all program components (Final report will be due to the district at the end of each academic year.
- Provide a professional development curriculum and training for all students and teachers of record
- Provide a full curriculum with its corresponding lesson plans, labs, PowerPoints, and activities for each SSTRIDE class and the agreed upon non-SSTRIDE classes at GCHS.
- Provide a comprehensive program of support to GCHS, WGMS, HMS, JASMS, and GEMS students for the period of August 14, 2017 to June 30, 2018.
 - The SSTRIDE curriculum focuses on Biology, Anatomy & Physiology, Introduction to Health Science, and Chemistry. The curriculum has been modified to include instruction, intervention (graduate and undergraduate students assigned to assist with course content and skill acquisition), and support to students who will be taking

End of Course (EOC) exams in Biology, and assist students learning and comprehension in rigorous courses such as Chemistry, Anatomy & Physiology, and Introduction to Health Science.

- The teachers and their teams will develop lesson plans and activities that align with the EOC benchmarks.
 - These lesson plans will be infused into the coursework agreed upon by the principals of the schools with codes determined based on progression of classes school principals determine are appropriate.

CONTRACTOR Deliverables include:

- Instruction that reflects the new Florida Standards and benchmarks identified by Florida Department of Education for EOC exams in the various subjects to be held at the identified schools during regular school days, for the entire academic year
- Lesson plan development
- Creation of curriculum
- Hands-on activities
- Assessment measures
- Lab activities
- Weekly collaborative meetings with FSU graduate students, SSTRIDE Mentors, and site leadership
- Innovative classroom instruction utilizing lesson plans and hands-on activities that correspond with the science and math benchmarks
- Mentoring, tutoring, and analysis of pre and post test data for EOCs for all SSTRIDE students at secondary sites and the students in the SSTRIDE courses for non-SSTRIDE students in Biology and Algebra at GCHS.
 - District agrees to provide assessment data to the FSU program administrator so analysis can be summarized
 - District agrees to provide Algebra I curricular guides and texts to FSU so curriculum can be created for the non-SSTRIDE Algebra I course.
 - FSU agrees to cover all costs for the Bridge to Clinical Medicine graduate students (placed during the spring only) and undergraduate tutors and mentors placed in classrooms

The RECIPIENT agrees to:

- Provide classroom space for the SSTRIDE Program for at least one class period each day at each selected middle and high school in the district
- One certified science teacher per 8th, 9th, 10th, and 11th grade classes to supervise the FSU graduate students who will teach the SSTRIDE curriculum in an effort to provide active hands-on learning, problem solving, and critical thinking in math and the sciences.
- One certified math teacher for the non-SSTRIDE Algebra I classes
- Arrangements for immediate emergency care in the event of a student's accidental injury or illness
- Permit the FSUCOM Executive Director, Assistant Director, and coordinator (evaluation team) to visit SSTRIDE classes and activities for purposes of determining that the SSTRIDE Program's educational objectives for each student are being met.
- Provide transportation for necessary educational field trips to support the program
- Provide agreed-upon funding for the SSTRIDE Program to be made in two installments, within a reasonable amount of time after the start of the fall semester and winter/spring semester

 Teacher of record supplements at an agreed upon rate for classroom supervision, after-school planning, attending field trips, parent meetings, and assisting with student interventions

The RECIPIENT agrees that FSUCOM has the right to enter into agreements regarding similar pre-college educational programs with other counties within the North Florida region. The CONTRACTOR agrees not to use any funding from Gadsden County to fund other activities in North Florida region. Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent and the Area Director for Secondary Education.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on the week of August 14, 2017 and end no later than June 30, 2018 contingent upon the approval by the district and funding by the Florida Department of Education as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to review and renewal if funding permits, performance is deemed satisfactory, and if the School Board and Superintendent feel the initiative should continue.

(b). The CONTRACTOR shall begin performing the contract on the week of August 14, 2017 and finish the project by no later than June 30, 2018.

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a CONTRACTOR upon its request either before outlays are made by the CONTRACTOR or through the use of predetermined payment schedules.
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONTRACTOR'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance.
Date of	means the date on which all work under an award or sub-award is completed
Completion	or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	means all necessary, allocable, reasonable, and allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
CONTRACTOR	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Sub-award	means an award of financial assistance in the form of money, or property in

ARTICLE 4. DEFINITIONS

lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR. The term includes financial assistance when provided by any legal AGREEMENT, even if the AGREEMENT is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". The subaward **does not create a sub-contractor or sub-recipient relationship** with contracted entity. Sub-awards are awarded to vendors for the procurement of goods and/or services.

Termination means the cancellation of award, in whole or in part, under an AGREEMENT at any time prior to the date of completion.

Workingmeans a procedure whereby funds are advanced to the RECIPIENT to coverCapitalits estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR in two payments upon the receipt of invoices from the CONTRACTOR that include documentation describing the services rendered by the CONTRACTOR in support of the project for the period that the invoice covers. Invoice will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to Florida State University the amount of no more than \$48,583.00 (forty eight thousand five hundred and eighty three dollars). Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs. Checks shall be made payable to Florida State University and mailed to Sponsored Research Services, Florida State University, 874 Traditions Way, 3rd Floor, Tallahassee, FL 32306-4166 ATTN: Associate Dean of Graduate and Undergraduate Programs at the FSU College of Medicine. The invoices will document the services provided, including time/effort logs monthly, agendas and minutes of all meetings and workshops/activities, copies of curriculum developed, faculty/staff meetings monitoring student progress, sign-in sheets (for every meeting and/or workshop/activity), and any other content material or lesson plans developed.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is no more than \$48,583.00

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR will submit all academic records to the principals so that they can be retained for the required five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements.

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review and renewal 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. Upon termination, the district shall be responsible for payment of all costs incurred by the CONTRACTOR in the performance of the AGREEMENT prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent agent and not an employee, sub-contractor, or agent of the RECIPIENT. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. The CONTRACTOR shall be acting as an independent CONTRACTOR in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its liability obligations under this AGREEMENT.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

(a) The CONTRACTOR'S contract administrator and contact is the Associate Dean of Graduate and Undergraduate Programs in FSU's College of Medicine and/or their designee.

(b) The RECIPIENT contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or AGREEMENTS on this subject.

CONFLICT OF INTEREST: As of the date of this AGREEMENT and throughout the term of this agreement, CONTRACTOR agrees that they are not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. IN WITNESS WHEREOF, the School Board of Gadsden County, Florida, the FSU Vice President for Research, and the Associate Dean of Graduate and Undergraduate Programs in the FSU College of Medicine have executed this AGREEMENT.

Dr. Gary Ostrander Vice President for Research	Date
Associate Dean of Graduate and Undergraduate Programs FSU College of Medicine	Date
Mr. Roger P. Milton Superintendent of Schools	Date
Mr. Isaac Simmons Chairman, Gadsden County School Board	Date

APPENDIX A	
East Gadsden	he has side
SSTRIDE Algebra EOC	
Teacher of Record - 9th grade	\$1,000.00
Lead Mentor - 9th grade	\$4,000.00
Asst. Mentor - 9th grade	\$2,000.00
Non-SSTRIDE Algebra EOC	
Teacher of Record - 9th grade	\$1,000.00
Lead Mentor - 9th grade	\$4,000.00
Asst. Mentor - 9th grade	\$2,000.00
Non-SSTRIDE Biology EOC	
Teacher of Record - 10th grade	\$1,000.00
Lead Mentor - 10th grade	\$4,000.00
Asst. Mentor - 10th grade	\$2,000.00
Non-SSTRIDE Biology EOC	
Teacher of Record - 11th grade	\$1,000.00
Lead Mentor - 11th grade	\$4,000.00
Asst. Mentor - 11th grade	\$2,000.00
Fringe Rate - 1.45%	\$507.50
Project & Lab Supplies	\$200.00
Total	\$28,707.50
GEMS	No. 131 Contraction
SSTRIDE Honors Biology EOC	
Teacher of Record	\$1,000.00
Lead Mentor	\$4,000.00
Fringe Rate - 1.45%	\$72.50
Project & Lab Supplies	\$200.00
Total	\$5,272.50
Havana	
SSTRIDE Honors Biology EOC	
Teacher of Record	\$1,000.00
Lead Mentor	\$4,000.00
Asst. Mentor	\$2,000.00
Fringe Rate - 1.45%	\$101.50
Project & Lab Supplies	\$200.00
Total	\$7,301.50
Shanks	Wall was and a star
SSTRIDE Honors Biology EOC	
Teacher of Record	\$1,000.00
Lead Mentor	\$4,000.00
Asst. Mentor	\$2,000.00
Fringe Rate - 1.45%	\$101.50
Project & Lab Supplies	\$200.00
Total	\$7,301.50
GRAND TOTAL	\$48,583.00

APPENDIX A

NOTE: As agreed upon during the annual review, FSU SSTRIDE Program will pay for the Chemistry graduate teacher and assistant and will provide SSTRIDE curriculum to one certified Science teacher at WGMS serving 8th grade SSTRIDE students at no additional charge. FSUCOM will also provide regular oversight, parent meetings, student activities, and field trips to WGMS students for the academic year at the same level as they provide services to other Gadsden County secondary schools. The WGMS program will not be provided with a lead mentor or assistant mentor. In addition, EGHS will schedule a SSTRIDE Anatomy & Physiology class and Intro To Health Science class as part of their Health Science teacher's normal schedule.

APPENDIX B

The courses offered by SSTRIDE in 2017-2018 and paid for through this project for Gadsden County High School will include:

District will pay:

- one (1) SSTRIDE Algebra 1 EOC course for 9th, 10th, and 11th grade SSTRIDE students
- one (1) non-SSTRIDE Algebra 1 EOC preparation course
- Two (2) non-SSTRIDE Biology 1 EOC preparation courses

SSTRIDE will pay:

• one 11th grade SSTRIDE Honors Chemistry course (21 students)

Gadsden County HS will offer:

- one (1) 9th grade SSTRIDE Honors Anatomy and Physiology (Ms. Grimsley will teach)
- one (1) 10th grade SSTRIDE Honors Introduction to Health Science (Ms. Grimsley will teach)

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7j

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: Rainbow All-Stars Solutions

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This is a new contract for Homeless Services provided by Rainbow All-Star Solutions. This was a competitively bid contract following all the rules of School Board Policy 6320 for Request for Proposal and public notice. A review team met and made recommendations based on the content of the submitted proposals. The position will provide outreach and coordination services to fully implement the homeless program in the district. This is a one-year contract for services in a three-year federal grant from FDOE. The project is in year three of a three-year award. There is no guarantee that there will be a continuation of services beyond the project year. The position will coordinate with Federal Programs and the Parent Resource Center to ensure all federal programmatic requirements are met, the district's homeless students and unaccompanied youth are provided a free and appropriate education, barriers are eliminated, services are coordinated, and families in a state of homelessness are provided support.

FUND SOURCE:	Federal Programs
AMOUNT:	\$21,600.00
PREPARED BY:	Rose Raynak
POSITION:	Director of Federal Programs

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:

School Board of Gadsden County, Florida CONTRACTUAL AGREEMENT Fiscal Year: 2017-2018

This contractual agreement is made between the <u>School Board of Gadsden County, Florida</u>, a school district, referred to as the "RECIPIENT", 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, (also referred to as the District) and <u>Rainbow All-Stars Solutions</u> a contractor with its principal place of business at <u>P.O. Box 925, Havana, FL 32333</u> for the purposes of providing professional services for the homeless program, herein referred to as "CONTRACTOR". The contractual agreement will establish uniform administrative requirements for the Contractor and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in a response to a Bid Process and Recommendation for Award of Contract for contracted services to Gadsden County as a provider of services for the Title IX Homeless Education program, which was presented to the Gadsden County School Board on July 25, 2017 and as further set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT. The CONTRACTOR is not a sub-recipient, but is instead a vendor.

The RECIPIENT and the CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Title IX McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through June 30, 2018 is contingent upon completed deliverables, satisfactory evaluation, Board Approval, and continued funding of the Title IX McKinney-Vento grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless specialist services for Title IX during the 2017-2018 school year, beginning July 26, 2017 until June 30, 2018. Such activities include, but are not limited to: identification of homeless students and their families; identification of unaccompanied youth; outreach services for homeless students; outreach services for unaccompanied youth; facilitation and connection of services for homeless students and their families; facilitation and connection of services for homeless students and their families; facilitation and connection of services for homeless students, enhancing staff, community and school awareness of homeless students, their rights, and their needs; and other activities as detailed below ("Performance Activities"). Any changes to the Services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be <u>Mr. Eric Hinson.</u>

Performance Activities and Deliverables

FY 2017-2018

Homeless Specialist

Monthly documentation of all components must be submitted for payment.

Upon acceptance of contract - through June 30, 2018

Programmatic:

- Develop written procedures for homeless student identification including unaccompanied youth.
- Develop written procedures for implementing all homeless and unaccompanied youth School Board Policies, according to requirements of Uniform Grant Guidance (UGG).
- Ensure finalized written procedures of Homeless Board Policies are being implemented accordingly; revise as implementation dictates.
- Develop written procedures for referrals of students to academic supports.
- Develop and implement plans for addressing at-risk warning signs in homeless students and unaccompanied youth, including falling attendance patterns and low academic proficiency in core subjects; share with school staff and community partners so that plans can be implemented as soon as practicable.
- Develop a Resource Directory and/or update service provider contact information.
- Develop and disseminate posters that clearly spell out student and family rights under the homeless policies of McKinney-Vento and post at all schools and throughout the community.
- Develop and complete Family Member Attendance spreadsheet to collect data year round on family participation.
- Review, revise in-take forms, as necessary, and disseminate. Forms should include all critical information to ensure connection to services.
- Review, revise, and disseminate the Residency Questionnaire to collect all critical information for program compliance and documentation of homelessness.
- Review, revise, and disseminate the Referral Form as necessary to collect all critical information for program compliance.
- Review newsletter format and publish newsletter quarterly to be disseminated through back pack at schools.
- Develop, schedule, and provide homeless training sessions for the Gadsden County School Transportation, Guidance, and Food Service Department to ensure adequate transportation and meals for the homeless students and unaccompanied youth.
- Develop a process to collect data for homeless activities, enrollments, attendance, and other related activities.
- Review Surveys 2, 3, and 5 from FDOE for accuracy of district MIS data on homeless; request data changes as necessary.
- Develop and disseminate homeless training tool kit for parents and sensitivity training sessions
 including components addressing the importance of daily attendance designed to ensure increased
 student proficiency.
- Collect the nine-week academic reports, state assessment scores, graduation rates, career education choices/industry certifications and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students. Document and communicate with parents to positively affect attendance trends.
- Collect data and begin to prepare the mid-year and annual reports required by FDOE; present DRAFT
 versions of report to immediate supervisor for review/revisions; and then present final version of the
 reports to the Director of Federal Programs who will submit all reports to FDOE.
- · Finalize mid-year report by deadline; prepare annual reports required by FDOE by deadlines; assist

with close out activities of project for previous year project, if any; present DRAFT versions of reports to immediate supervisor for review/revisions; and then present final versions of the reports to the Director of Federal Programs who will submit all reports to FDOE

Partners:

- Prepare and recruit partner agreements on Memoranda of Understanding (MOUs) to establish services between Gadsden County School District, community county/city partners, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, ESE, CTE, ESOL/EL, Title I, Migrant, Head Start, and other programs.
- Schedule and hold quarterly meetings (September, January, March, May) with partners from community/county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services.
- Develop and provide awareness presentation for community partners about homeless definitions and services, as well as student rights.

Students and Parents:

- Organize and implement outreach activities to identify homeless families and unaccompanied youth, i.e., distributing homeless posters in frequent areas for target population, plan community events, and attend community events and activities to speak on and disseminate homeless information.
- Upon identification of homelessness, facilitate immediate enrollment of identified homeless students and unaccompanied youth through MIS student enrollment data.
- Upon identification of needs, facilitate any necessary transportation based on student needs.
- Develop and administer survey for parents to determine agenda items for monthly parent workshops.
- Develop, schedule, and deliver monthly parent workshops on various subjects identified by survey results.
- Collect attendance reports monthly (each site, each student 3 days or more) to review excessive absenteeism patterns of students to; develop and implement attendance policies for at-risk homeless students and unaccompanied youth to share with homeless staff, visiting teachers, and school staff.
- Collect the nine-week academic reports, state assessment scores, graduation rates, career education choices/industry certifications and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students. Document and communicate with parents to positively affect attendance trends.
- Work with secondary schools and Gadsden Technical Center (GTI) to establish increased opportunities and processes to link homeless students and unaccompanied youth with career education opportunities.
- Work monthly with early learning centers and HeadStart/VPK program to establish increased
 opportunities and processes to link homeless students with preK services and education.

Supporting Documentation for monthly invoices:

MIS reports, state assessment reports, certification reports; minutes; agendas; sign-in sheets; changes recommended; newsletters; attestation of dissemination; preK and career opportunities and processes; partner meetings; tool kit; home site visit reports; communications with schools, parents, social service staff; written procedures; academic referral forms; revised in-take form; revised referral form; revised Residency Questionnaire; Family Member Attendance spreadsheet; written homeless procedures to support Board Policies; unaccompanied youth procedures; annual training schedule; survey and link to results; resource materials; transportation requests; enrollment records; posters; list of sites where posters are displayed; announcements; awareness presentation; revised and completed Resource Guide; signed MOUs; baseline activities; end of year activities.

SPECIAL NOTE: Contractor must work collaboratively with Homeless Liaison to collect and retain all the data required for monitoring homeless programs required by Florida Department of Education (FDOE) – see addendum for all reporting compliance items. Documentation must be kept on file at Gadsden County School District so the district liaison can respond to any FDOE inquiries.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on July 26, 2017 and end on June 30, 2018 contingent upon the approval and funding as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	
Advance	means a payment made by Treasury check or other appropriate payment
	mechanism to a Contractor or sub-recipient upon its request either before
	outlays are made by the Contractor or through the use of predetermined
22	payment schedules.
Award	means financial assistance that provides support or stimulation to
	accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a
	procurement sub-contract under a recipient's contract. A contract shall be
	used when the principal purpose is acquisition of property or services for
	the direct benefit or use of the federal government and/or organization
	receiving financial assistance. Contractors are not sub-recipients.
Date of	means the date on which all work under an award is completed by the
Completion	sub-recipient or the date on the award document, or any supplement or
 Performance and a set of the se	amendment thereto, on which Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal cost
	principles, incurred by a recipient and the value of the contributions made
	by third parties in accomplishing the objectives of the award during the
	project period.
Project period	means the period established in the award document during which Board
i tojoot polica	Approval begins and federal sponsorship ends for that fiscal year.
Recipient	means an organization receiving financial assistance directly from the
Recipient	Department of Education to carry out a project or program. The term
	includes public and private institutions of higher education, public and
	private hospitals and other quasi-public and private non-profit
	organizations such as, but not limited to, community action agencies,
	research institutes, educational associations, and health centers.
Sub-Recipient	means the legal entity or individual to which a contract is made and which
Sub-Recipient	is accountable to the recipient for the use of the funds provided and
	services funded in all the same ways that the recipient is bound to report
	and comply with all regulations of the federal award. This is NOT a sub-
	recipient relationship.
Vendor/Contractor	means the legal entity to which a contract is made and which is
venuor/contractor	accountable to the recipient for the use of the funds provided and specific
	services contracted. This is NOT a sub-recipient relationship.
Termination	means the cancellation of award, in whole or in part, under an agreement
remination	at any time prior to the date of completion.
Working Conital	means a procedure whereby funds are advanced to the recipient to cover
Working Capital	its estimated disbursement needs for a given initial period.
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ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to Rainbow All-Star Solutions up to and not exceeding \$21,600 (twenty one thousand six hundred dollars) in monthly increments from date of approval until end of project period at a rate of no more than \$1,800.00 monthly. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The monthly invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is up to and no more than \$21,600.00, in monthly increments.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review 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. Upon termination, RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR and not an employee or agent of the RECIPIENT. CONTRACTOR is not a sub-recipient, but is instead a VENDOR. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent CONTRACTOR in the performance of this Agreement, and shall be

responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or selfinsurance coverage to satisfy its obligations under this Agreement.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

(a) The RECIPIENT'S contract administrator and contact is Mr. Eric Hinson and/or his designee.

(b) The CONTRACTOR contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

CONFLICT OF INTEREST: As of the date of this Agreement, the CONTRACTOR is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement. CONTRACTOR agrees that they are and will remain in a state that is not a conflict of interest at any time during the administration of this project award.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Rainbow All-Star Solutions have executed this AGREEMENT.

Rainbow All-Star Solutions Mr. Eric Hinson Date

Mr. Roger P. Milton Superintendent of Schools Date

Mr. Isaac Simmons Chairman, Gadsden County School District Date

ADDENDUM Florida Department of Education Monitoring Compliance Items
<u>Florida Department of Education</u> 2017-2018 Monitoring Title IX, Part C, Homeless Education Program

Compliance Item AIXC-1: The Local Educational Agency (LEA) shall develop, review, and revise policies to remove barriers to the enrollment and retention of homeless children and youth in schools in the LEA. The LEA shall adopt policies to ensure that:

- Homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school;
- Homeless children and youth are identified based on the McKinney-Vento Act definition;
- Homeless children and youth have access to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held;
- Homeless preschool-aged children and their families have access to educational services for which they are eligible, including preschool programs administered by the LEA;
- Barriers are removed that affect the enrollment and retention of homeless children and youth in schools in the LEA;
- Issues are addressed such as guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation;
- Homeless children and youth are enrolled immediately;
- Homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless;
- Homeless children and youth have the right to remain in their school of origin and dispute school selection, if other than school of origin; and
- Transportation is provided to homeless children and youth, at the request of the parent, guardian, or unaccompanied youth, to and from the school of origin and includes the provision for inter-LEA transportation, in accordance with the McKinney-Vento Act.

NOTE: This compliance item pertains to evidence of the LEA's policies that address the requirements of the McKinney-Vento Act.

Sections 721 (1), (2), (3), (4); 722 (g)(1)(1), (g)(1)(J), (g)(3), (g)(4), (g)(5), (g)(6), (g)(7); 725(2), P.L.107-110

Review Question(s)

- Has the LEA established a homeless student school board policy that addresses the requirements of the McKinney-Vento Act?
- When were these policies adopted or last revised?
- Are these policies currently included in the online school board policy manual?
- When did the LEA last review the homeless student policy for compliance with the McKinney-Vento Act?
- How did the LEA review its homeless student policy? (Note: The FDOE has developed a policy review checklist that FDOE staff uses to review the LEA's homeless students policies for this compliance item. If you would like a copy, please download one from the Monitoring Toolkit or contact the Homeless Education Program staff.) What were the findings?

Documents to Support Compliance

• Homeless students school board policy addressing McKinney-Vento Act requirements including:

- an assurance that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school
- the identification of homeless students based on the McKinney-Vento definition
- the access of homeless children and youth to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held
- the access of homeless preschool-aged children and their families to educational services for which they are eligible, including preschool programs administered by the LEA
- the removal of barriers that affect the enrollment and retention of homeless children and youth in schools in the LEA
- guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation
- immediate enrollment of homeless students
- an assurance that homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless
- the rights of homeless students to remain in their school of origin and their right to dispute school selection, if other than school of origin
- a provision of transportation, at the request of the parent or guardian, to and from the school of origin, including the provision for inter-LEA transportation
- Screenshot of homeless students school board policy on the LEA's website
- Minutes of school board's approval and final adoption of school board policy (if policy adoption or revision is less than three years ago)

Compliance Item AIXC-2: The Local Educational Agency (LEA) shall designate a local homeless liaison to carry out the duties described in section 722 (g)(6) of the McKinney-Vento Act. The LEA shall inform school personnel of the duties of the LEA homeless liaison. NOTE: This compliance item pertains to the designation of a local homeless liaison and the provision of information of the duties of the liaison to school personnel.

Section 722 (g)(1)(J)(ii), (g)(6), (g)(6)(B), P.L.107-110

Review Question(s)

- What is the name and contact information of the person designated as the homeless liaison for the LEA?
- How does the LEA make sure that school personnel know the name, contact information, and duties of the LEA homeless liaison?
- To whom is this information provided at the school level (e.g., school registrars, guidance counselors, principal, assistant principal, etc.)?
- When was the last time this information was provided to school personnel?

Documents to Support Compliance

- Evidence that the LEA informed school personnel of the name of the local homeless liaison as well as the duties of the homeless liaison. Acceptable evidence includes:
 - e-mail to school homeless contacts and other key school personnel containing the liaison's name, contact information, and outline of the liaison's duties or other

documentation at least once per year and/or whenever there is a change in the person serving as the liaison

• A presentation slide with meeting date or meeting agenda and handouts containing information about the name and duties of the local homeless liaison

NOTE: Only upload documents that pertain to informing school personnel of the name of the local homeless liaison and his or her duties. Other McKinney-Vento Act staff training and materials should be uploaded in AIXC-3.

Compliance Item AIXC-3: The Local Educational Agency (LEA) liaison shall ensure that homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies. The LEA shall ensure that school staff immediately enrolls homeless students, including unaccompanied youth, even if those students do not have appropriate records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The enrolling school shall immediately contact the school last attended by a homeless child or youth to obtain relevant academic and other records. If the child or youth needs to obtain immunizations, or immunization or medical records, the enrolling school immediately shall refer the parent or guardian of the child or youth to the LEA homeless liaison. The liaison shall assist in obtaining necessary immunizations or immunization or medical records. The LEA shall maintain homeless students' records so they are available in a timely fashion when homeless students enter a new school or LEA. **NOTE: This compliance item pertains to the identification and enrollment of homeless children and youth**.

Section 722(g)(3)(C), (g)(3)(D), (g)(6)(A)(i), P.L.107-110 Review Ouestion(s)

- Provide as documentation a list of the name and title of the homeless contact person in each school building. How is this person selected? How often does the homeless liaison have contact with this person?
- How do the schools in the LEA determine when an enrolled student becomes homeless?
- How do the schools in the LEA determine whether an enrolling student is homeless? Does the student enrollment or residency form include a section for homeless families and youth to check nighttime residence and causes for homelessness? If not, how does the LEA capture this information from homeless families and youth?
- How do the schools in the LEA determine when an enrolled homeless student becomes unaccompanied?
- How do the schools in the LEA identify unaccompanied youth during the enrollment process?
- Does the student enrollment or residency form include a section to identify unaccompanied youth?
- How do the schools in the LEA ensure that homeless students are enrolled immediately, even if they do not have appropriate records and documentation, as is required in the McKinney-Vento Act?
- How do the schools in the LEA assist the enrolling homeless student obtain required enrollment documentation, including relevant academic and other records from the previously attended school?

- When do the schools in the LEA refer homeless families and unaccompanied youth to the homeless liaison?
- How does the LEA's homeless liaison assist in obtaining necessary immunizations or immunization or medical records for newly enrolled homeless students?
- What professional development has the LEA provided in the last 12 months to school personnel, including guidance counselors, front-line staff, and others who help with enrollment, on the requirements of the McKinney-Vento Act and best practices in homeless education?
- Does the LEA encourage appropriate staff to participate in training or webinars offered by the FDOE National Center for Homeless Education, or other agencies working with homeless children and youth and their families? If so, how many LEA staff and school staff participated in these activities?
- What technical assistance on the requirements of the McKinney-Vento Act does the LEA provide school personnel?
- How does the LEA stress the importance of confidentiality of homeless issues with all staff members, especially front-line staff?
- For the most recently completed school year, how many students were enrolled in the LEA's Free and Reduced-Price Lunch Program (FRPLP)? How many students in the LEA were identified as homeless? What was the percentage of homeless students compared to the LEA's FRPLP enrollment?
- How many schools in the LEA have a FRPLP enrollment of over 80 percent and a homeless identification of less than five (5) percent of the FRPLP enrollment? How does the LEA address with these schools the possible under-identification of homeless students?

Documents to Support Compliance

- List of schools in the LEA and the names and contact information of their homeless contact persons
- Student enrollment or residency form (in English and Spanish as applicable)
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form
- List, including dates, of professional development and other activities for educators, pupil services personnel, and school staff (such as principals, assistant principals, registrars, etc.) that are designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youth, the rights of such children and youth, including enrollment requirements, and the specific educational needs of runaway and homeless youth
- Copies of training PowerPoints and handouts
- E-mail or other type of correspondence informing school personnel of McKinney-Vento training offered by Florida Department of Education, National Center for Homeless Education, or other agencies working with homeless children and youth and their families
- E-mails or other type of correspondence informing parents, teachers, school personnel of Technical assistance papers, e-mails, or memoranda on the requirements of the McKinney-Vento Act
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form

Compliance Item AIXC-4: The Local Educational Agency (LEA) shall prohibit schools from referring homeless children or youth to, or requiring homeless children and youth to enroll in or attend a separate (segregated) school or a separate program within a school, based on their status as homeless. **NOTE: This compliance items pertains to the prohibition of separating or segregating homeless students into a separate school or program.**

Section 722 (g)(1)(J)(i), P.L.107-110

Review Question(s)

- Did the LEA have a separate (segregated) school for homeless students?
- Are homeless students educated in a separate (segregated) classroom?

Documents to Support Compliance

• List of LEA schools and the number of homeless and non-homeless students per school (most recently completed yearly data)

Compliance Item AIXC-5: The Local Educational Agency (LEA) serving each child or youth who becomes homeless, and according to the child's or youth's best interest, shall continue his or her education in the school of origin for the duration of homelessness. If the LEA has determined it is not feasible to keep a homeless student in the school of origin, and this determination is contrary to the wishes of the student's parent or guardian or the unaccompanied youth, the LEA shall provide a written explanation, including the right to appeal, to the homeless child's or youth's parent or to the unaccompanied youth. The LEA shall develop and implement a dispute resolution process when a homeless student's parent or guardian or an unaccompanied youth disputes the enrollment process. The LEA homeless liaison shall ensure that enrollment disputes are mediated in accordance with paragraph (g)(3)(E) of the McKinney-Vento Act. **NOTE: This compliance item pertains to the dispute resolution process.**

Section 722(g)(3), (g)(3)(B), (g)(3)(E), (g)(6)(A)(vi), P.L.107-110Paview Question(s)

Review Question(s)

- When was the LEA's dispute resolution process adopted?
- How has the dispute resolution process changed in the last five school years? When did these changes occur? Who participated in the development of the changes to the dispute resolution process?
- How does the LEA ensure that the dispute resolution process meets the requirements of the McKinney-Vento Act?
- How is the LEA homeless liaison informed of an enrollment dispute? What are the first steps taken to resolve the dispute before a formal dispute is lodged with the LEA? In the most recently completed school year, how many disputes were formally lodged with the LEA?
- How many formal disputes were conveyed to the state office for resolution?
- How has the LEA homeless liaison ensured enrollment disputes were mediated in accordance with the McKinney-Vento Act?

Documents to Support Compliance

- List of school placement feasibility criteria
- · Dispute resolution policy, procedure, or process
- Dispute resolution forms (school level and LEA level)
- A template or example of a written explanation of the school's decision regarding school placement, including the parent's or unaccompanied homeless youth's right to appeal decisions

Compliance Item AIXC-6: The Local Educational Agency (LEA) promptly shall provide the following services to each homeless child or youth in grades K-12: all educational services for which the child or youth is eligible (e.g., Title I, English language learners (ELLs), Individuals with Disabilities Education Act); programs in vocational and technical education; programs for gifted students; and school nutrition programs (e.g., free meals). NOTE: This compliance item pertains to homeless children and youth in grades K-12.

Section 722 (g)(4)(B), (g)(4)(C), (g)(4)(D), (g)(4)(E), P.L.107-110

Review Ouestion(s)

- How does the LEA assess the needs of homeless students and provide them with eligible educational services, vocational and technical education programs, and gifted programs?
- How has the LEA ensured homeless children and youth immediately are enrolled in the school nutrition program and receive free meals?

Documents to Support Compliance

- Screening assessment forms or documents used to determine homeless students' qualification to participate in certain supplemental academic programs, such as ELL, ESE, vocational education, gifted, and other educational programs offered by the LEA.
- The report that indicates the:
 - number of K-12 homeless students in educational programs for ELLs
 - o number of K-12 homeless students in educational programs for students with disabilities
 - o number of K-12 homeless students in vocational and technical education programs
 - number of K-12 homeless students in educational programs for gifted students
 - number of K-12 homeless students in school nutrition programs
- School nutrition program enrollment form or liaison's documentation of enrolling homeless students in the LEA's nutrition programs.

Compliance Item AIXC-7: The Local Educational Agency (LEA) shall ensure that homeless families and their preschool-aged children receive educational services for which they are eligible, including Head Start, Even Start, and other preschool programs administered by the LEA. NOTE: This compliance item pertains to homeless preschool-aged children. If the LEA does not administer preschool programs, this compliance item does not apply. Section 722 (g)(6)(A)(iii), P.L.107-110

Review Question(s)

- Does the LEA administer preschool programs?
- How does the LEA ensure homeless preschool-aged children are identified?
- How does the LEA ensure homeless preschool-aged children have equal access to the .
- same public preschool programs, administered by the LEA, as provided to other children? **Documents to Support Compliance**
 - · A list of the preschool programs administered by the LEA, including Head Start and Even Start programs
 - The report that indicates the number of homeless preschool-aged students in preschool • programs administered by the LEA, including Head Start and Even Start programs
 - Promotional materials for parents pertaining to the LEA's preschool programs (e.g., brochures, referral forms, etc.)

• LEA's preschool programs enrollment form

Compliance Item BIXC-1: The Local Educational Agency (LEA) uses funds awarded under the Title IX, Part C sub-grant for activities that carry out the purpose of the McKinney-Vento Act. **Applicable to sub-grantees only.**

Section 723(c)(4), P.L.107-110

Review Question(s)

- Does the LEA receive a Title IX, Part C sub-grant?
- What types of supplemental activities does the LEA provide with Title IX, Part C funds to carry out the purpose of the McKinney-Vento Act?

Documents to Support Compliance

- List of previous grant year's completed Title IX, Part C activities
- List of previous grant year's completed Title IX, Part C deliverables
- Copy of homeless liaison's time and effort log (if applicable) for the previous school year

Compliance Item CIXC-1: The Local Educational Agency (LEA) shall refer homeless families and their children and youth, including homeless preschool-aged children, to health care services, dental services, mental health services, and other appropriate services. **NOTE: This compliance item pertains to coordination with other service providers for referrals to health care services, dental services, mental health services, and other appropriate services.** *Section 722 (g)(6)(A)(iii), P.L.107-110*

Review Question(s)

- How does the LEA refer families and their children and youth to health care services?
- How does the LEA refer families and their children and youth to dental services?
- How does the LEA refer families and their children and youth to mental health services?
- How does the LEA refer families and their children and youth to other appropriate services such as basic needs and housing?

Documents to Support Compliance

- Materials that provide parents of homeless students with information about local health care services (e.g., brochures, forms, a list of community agencies that can assist with health care services, etc.)
- Materials that provide parents of homeless students with information about local dental services (e.g., brochures, forms, a list of community agencies that can assist with dental services, etc.)
- Materials that provide parents of homeless students with information about local mental health services (e.g., brochures, forms, a list of community agencies that can assist with mental health services, etc.)
- Materials that provide parents of homeless students with information about other appropriate services (e.g., brochures, forms, or a list of community agencies that can assist with appropriate services such as basic needs and housing, etc.) **NOTE:** All of this information may be in one brochure or booklet.

Compliance Item CIXC-2: The Local Educational Agency (LEA) shall ensure that transportation is provided, at the request of the parent, guardian, unaccompanied youth, or local homeless liaison, to and from the school of origin, in accordance with the McKinney-Vento Act requirements. The LEA homeless liaison shall ensure that the parents or guardians of a homeless

child or youth and any unaccompanied youth are fully informed of all transportation services, including transportation to the school of origin as described in paragraph (1)(J)(iii) of the McKinney-Vento Act, and shall assist in accessing transportation to the school that is selected under paragraph (3)(A) of the McKinney-Vento Act. **NOTE: This compliance item pertains to coordination with the LEA's transportation department to ensure homeless students and their families are informed of and provided transportation services.**

Section 722(g)(1)(J)(iii), (g)(4)(A), P.L.107-110

Review Question(s)

- How does the LEA homeless liaison assure that the LEA's director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, including the requirement to coordinate with neighboring LEAs when a student has to move to a neighboring LEA due to loss of housing under McKinney-Vento?
- What funds have been used to provide homeless children and youth transportation to their school of origin?
- With how many other LEAs does this LEA share a geographic boundary? With how many of these neighboring LEAs does the LEA have a written inter-LEA Transportation agreement to transport homeless students to and from the school of origin across LEA boundaries? If not, what is the process for transporting homeless students across LEA boundaries?
- How are homeless families/unaccompanied youth informed, in writing, about their child(ren)'s/own educational right(s) to remain in the school of origin and receive transportation from the LEA?
- How are homeless families/unaccompanied homeless youth informed of the availability of other transportation services offered by their school or the LEA (comparable transportation services)?
- How many homeless families and their children and youth, including unaccompanied youth, have requested transportation to and from the school of origin? How many have received the requested transportation?

Documents to Support Compliance

- Documentation indicating that the director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, e.g., email communication with the director of transportation, transportation staff training documentation, LEA leadership meeting agenda and handouts, etc.
- Materials that provide parents of homeless families/unaccompanied homeless youth with information about their right to request transportation to the school of origin. Materials that provide parents of homeless families/ unaccompanied homeless youth with information about comparable transportation services, if available?
- Copies of executed Inter-LEA Transportation Agreements or LEA homeless student transportation procedures, if any.
- The report that indicates the number of homeless families and students requesting transportation to and from the school of origin and the number receiving and denied transportation to and from the school of origin

Compliance Item CIXC-3: The Local Educational Agency (LEA) homeless liaison shall coordinate and collaborate with community personnel responsible for the provision of educational and related services to homeless children and youth. The LEA shall inform community personnel, service providers, and advocates working with homeless families, guardians, and unaccompanied youth of the duties of the LEA homeless liaison. NOTE: This compliance item pertains to coordination and collaboration with community personnel, service providers, and advocates morking with homeless liaison.

Section 722(g)(6)(B), (g)(6)(C), P.L.107-110

Review Question(s)

- What are the organizational names of the health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the dental service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the mental health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of other service or resource providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work; e.g., housing authority, job training programs, employment agencies, faith-based organizations, civic and service organizations, business partners, etc.?
- How does the LEA disseminate the name, contact information, and a description of the duties of the homeless liaison? When was this information most recently disseminated?

Documents to Support Compliance

- Annual email to community partners with the liaison's name, contact information, and duties or other documentation with this information
- List of community partners or collaborators receiving this correspondence
- · Coordination correspondence, e.g., emails or memoranda
- Coordination documents, such as printed materials distributed to partners, agenda/minutes of meetings attended by the LEA's homeless liaison, cooperative agreements, etc.

Compliance Item GIXC-1: The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services under the McKinney-Vento Act, such as schools in the LEA. NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in schools in the LEA.

Section 722(g)(6)(A)(v), P.L.107-110

Review Question(s)

- Where (in what areas) are public notices of the educational rights of homeless children and youth posted in the LEA?
- How does the homeless liaison verify that written public notice is posted in each school and main LEA office?

• Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

Documents to Support Compliance

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of schools verifying that written public notice of educational rights of homeless children and youth is posted in each school

Compliance Item GIXC-2: The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services in the community under the McKinney-Vento Act, such as family shelters, soup kitchens, etc. NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in the community.

Section 722(g)(6)(A)(v), P.L.107-110

Review Question(s)

- Where (name the places) are public notices of the educational rights of homeless children and youth posted in the community?
- How does the homeless liaison verify that written public notice is posted in these community locations?
- Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

Documents to Support Compliance

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of community agencies or public buildings verifying that written public notice of educational rights of homeless children and youth is posted in each agency and public building

Compliance Item HIXC-1: The Local Educational Agency (LEA) shall ensure that homeless children and youth enroll in, and have a full and equal opportunity to succeed in, the LEA's schools, and shall ensure that such children and youth have an opportunity to meet the same challenging state student academic achievement standards to which all students are held. **NOTE: This compliance item pertains to ensuring homeless students have full opportunity to succeed in school.**

Sections 721(4) and 722(g)(6)(A)(ii), P.L.107-110

Review Question(s)

- What percent of days are homeless students in attendance compared to non-homeless students?
- How do schools in the LEA ensure the highest possible school attendance of homeless students?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in student progression including high school diploma type (regular, special, or GED)?
- How do the high schools in the LEA work with homeless students to earn the credits necessary for graduation?

- How do schools in the LEA ensure that unaccompanied homeless students are fully engaged in the LEA's academic program and extracurricular activities?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in performance achievement on state standardized tests in Reading and Math?
- How do schools in the LEA determine the aspect(s) of a homeless student's situation that should be addressed in order for that student to succeed on state standardized tests?
- How do schools in the LEA ensure that homeless students are prepared to succeed on state standardized tests?
- How do schools in the LEA use attendance, academic performance, and graduation data to monitor the effectiveness of their efforts for homeless students?

Documents to Support Compliance

- The report that compares homeless students to non-homeless students, and includes the:
 - number and percent attending school
 - number and percent being promoted to the next grade level or receiving a high school diploma (regular, special, or GED)
 - number and percent scoring proficient or above on the Reading and Math state standardized tests?

Compliance Item IIXC-1: The Local Educational Agency (LEA) shall comply with providing comparable Title I, Part A services to homeless students attending non-Title I schools. **NOTE: This compliance item pertains to the Title I Homeless set-aside.**

Section 1113(c)(3), P.L.107-110

Review Question(s)

- What services are provided to homeless children and youth in non-Title I schools that are provided to homeless students in Title I schools?
- How does the LEA Title I office collaborate with the homeless liaison on the use of the Title I reservation?
- What methodology is used to determine the amount of funds reserved (set aside) to provide services to students identified as homeless?
- What amount of Title I, Part A funds was set aside for the current school year?
- What percent of the liaison's salary is funded by Title I, Part A funds? What percent of the liaison's duties are spent on Title I activities other than those pertaining to homeless students and their families?

Documents to Support Compliance

- Copy of the Title I, Part A expenditure report showing Title IX, Part C set-aside allotment and expenditures from previous school year
- The report that indicates the number of homeless students receiving Title I services in non-Title I schools, including a list of services provided, during the previous school year
- The report that indicates the number of homeless students receiving Title I services in Title I schools, including a list of services provided, during the previous school year
- Written documentation of planning and collaboration meetings for the Title I allocation of funds for homeless students for the current year's Title I, Part A application
- Copy of the current year's Title I, Part A application section pertaining to the needs that are being addressed by the Title I, Part A Homeless set-aside, the activities that are being

supported by the Title I, Part A Homeless set-aside, and the amount of the Title I, Part A Homeless set-aside

- Copy of the homeless liaison's position description, showing percentage of time of duties
- Copy of homeless liaison's time and effort log (if applicable)

Compliance Item IIXC-2: The Local Educational Agency (LEA) shall use Title IX, Part C funds for activities authorized under the McKinney-Vento Act. Applicable to sub-grantees only. **NOTE: This compliance item pertains to use of funds for authorized activities.**

Section 723(d), P.L.107-110

Review Question(s)

- Looking at each line item in the LEA's previous year's application and/or amendment(s), were funds spent in the manner specified?
- What percent of the LEA's total Title IX, Part C sub-grant funds were expended in the previous year?
- If the amount of Title IX, Part C sub-grant funds expended was less than 100 percent, why were the remaining funds not expended?
- If the amount of funds expended in the previous school year was less than 100 percent, how will the LEA assure that all Title IX, Part C sub-grant funds will be expended for the benefit of homeless students in the current year?
- Are Title IX, Part C funds used to cover the salary of the LEA homeless liaison? If so, what percent of the liaison's salary is funded by Title IX, Part C sub-grant funds?

Documents to Support Compliance

- FDOE Project Report (Do not upload; FDOE has documentation on file.)
- FDOE Project Disbursement Report Form (i.e., DOE 399)

Compliance Item IIXC-3: The Local Educational Agency (LEA) shall maintain appropriate control over all property purchased with Title IX, Part C funds. **Applicable to sub-grantees only.**

Section 80.32(c), EDGAR

Review Question(s)

- How has the LEA kept track of inventory purchased with Title IX, Part C sub-grant funds?
- When does the LEA reconcile its property records and how?
- When the LEA no longer needs or uses the property purchased with Title IX, Part C funds, what is done with the property?

Documents to Support Compliance

• LEA property inventories

Compliance Item KIXC-1: The Local Educational Agency (LEA) shall inform parents or guardians of homeless children and youth or unaccompanied youth of the educational and related opportunities available to their children or them and shall provide parents or guardians with meaningful opportunities to participate in the education of their children. **NOTE: This compliance item pertains to parent involvement and similar requirements for unaccompanied youth in the absence of a parent or guardian.**

Section 722 (g)(6)(A)(iv), P.L.107-110

Review Question(s)

- What is the name of the document(s) that the LEA provides written notification of the educational rights and related educational opportunities to homeless families/unaccompanied youth (i.e., brochures, letters, newsletters, etc.)?
- How does the LEA assure that this notification is received by homeless families/unaccompanied youth?
- How does the LEA provide information on the rights of homeless children and youth addressed in the McKinney-Vento Act; e.g., posting notices at schools, at parent meetings, open houses, and/or other awareness events?
- How does the LEA provide meaningful opportunities for parents to participate in the education of their children? Such opportunities might include parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities.

Documents to Support Compliance

- Copies of written notification of the educational rights and related opportunities for parent involvement provided to homeless families/unaccompanied youth in a language parents and youth can understand such as brochures, newsletters, or flyers
- Sample agendas of parent meetings, open houses, parent awareness sessions and/or other events showing that LEA Homeless Education Program staff or school staff presented information to parents or guardians or unaccompanied homeless youth on educational and related opportunities available to their children or them.
- Examples of meaningful opportunities for parents to participate in the education of their children, such as parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities
- Correspondence to homeless parents, or newsletters (e.g., Title I Newsletter) with information on homeless students and the educational and related opportunities available to them or their parents

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. ____7k___

Date of School Board Meeting: July 25, 2017

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

DIVISION: EXCEPTIONAL STUDENT EDUCATION

<u>YES</u> 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: 2016-2017 through 2018-2019 school

years.

FUND SOURCE: N/A

AMOUNT: N/A

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 __1_

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 ala X Francis Proofread by:

SP&P SIGNATURE PAGE

School District:	Gadsden	
Administrator of Exceptional Student Education:		Sharon B. Thomas
This document i	s effective for the 2016-2017 thr	ough 2018–2019 school years.

CERTIFICATION OF APPROVAL

I, Roger P. Milton below are true: Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency	the statements 7/5/17 Date of Approval		
SPECIAL PROGRAMS AND PROCEDURES			
The district's <i>Exceptional Student Education (ESE) Policies and Procedures (SP&P)</i> 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 rules affecting programs for exceptional students during the effective dates	e Board of Education 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:

2016-2017 through 2018-2019

SIGNATURE PAGE

School District: Gadsden

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 Date of Approval Agency

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

Any district-produced policy and procedures documents that meet the following criteria have been submitted to the FDOE 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

7/6/2017

Section A.1: Legal Requirements for General Policies and Procedures

Section A.2: Legal Requirement Related to the Use of Restraint and Seclusion

Section A.3: Requirements Related To Documenting and Reporting Incidents of Restraint and Seclusion

Section A.4: District Procedures Related To Documenting and Reporting Incidents of Restraint and Seclusion

- Section A.5: District Procedures Related To Review of Data and Reporting Procedures (to include monitoring and training)
- Section A.6: District Plan Related to Reducing the Use of Restraint

Section A.7: District Plan Related to Reducing the Use of Seclusion

- Section B.1: Assurances Free Appropriate Public Education (FAPE)
- Section B.2: Parental Input and Meetings
- Section B.3: Collaboration of Public and Private Instructional Personnel

Section B.4: Department of Juvenile Justice Facilities

Section B.5: Florida Educational Finance Program (FEFP) Funds

Section B.6: Limited English Proficiency (LEP) Students

Section B.7: Child Find

- Section B.8: Confidentiality of Student Records
- Section B.9: Coordinated Early Intervening Services (CEIS)

Section B.10: National Instructional Materials Access Center (NIMAC)

- 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

http://beess.fcim.org/coordinator/sppDistrictDocPrint.aspx

7/6/2017	General Supervision
Section B.6 Conditions	: Exceptional Student Education Eligibility for Infants or Toddlers Birth through Two Years Old who have Established
Section B.7	: Exceptional Student Education Eligibility for Students who are Homebound or Hospitalized
Section B.8	3: Exceptional Student Education Eligibility for Students with Intellectual Disabilities
Section B.S	e: Exceptional Student Education Eligibility for Students with Orthopedic Impairment
Section B.1	10: Exceptional Student Education Eligibility for Students with Other Health Impairment
Section B.1	1: Exceptional Student Education Eligibility for Students with Traumatic Brain Injury
Section B.1	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. Po	olicies and Procedures for Students Who are Gifted
Section A:	Exceptional Student Education Eligibility for Students who are Gifted
Section B:	Educational Plans for Students who are Gifted
Part IV. Po	blicies 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:	Gardiner Scholarship Program
Part V. Ap	pendices
Appendix	A: General Policies and Procedures
	B: Unique Philosophical, Curricular, or Instructional Considerations
I see that the second second second	C: District Plan to Increase the Participation of Underrepresented Students in the Program for Students who are Gifted
	D: District Policies Regarding the Allowable Use or Prohibition of Physical Restraint and Seclusion
Appendix	E: Policies and Procedures Unique to Developmental Research (Laboratory) Schools
Appendix	F: Best Practices in Inclusive Education (BPIE) Assessment

Part I.

General Policies and Procedures

Section A.1: Legal Requirements for General Policies and Procedures

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.

Section A.2: Legal Requirement Related to the Use of Restraint and Seclusion

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.

General Supervision

- 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.

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 Policies Regarding Restraint and Seclusion

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.
- 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.

Section A.3: Requirements Related To Documenting and Reporting Incidents of Restraint and Seclusion

Documentation and Incident Reporting

- 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
 - 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

7/6/2017

6. Incidents of restraint and seclusion are reported to FDOE via a website developed for this purpose, in a manner prescribed by FDOE.

Section A.4: District Procedures Related To Documenting and Reporting Incidents of Restraint and Seclusion

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

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.

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.

Section A.5: District Procedures Related To Review of Data and Reporting Procedures (to include monitoring and training)

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 of at least two attempts to obtain parent 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.

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?

Section A.6: District Plan Related to Reducing the Use of Restraint

- 6. The district is required to have a plan for reducing the use of restraint, 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 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 2014-15 school year and the 2015-16 school year.
- b. Indicate the percentage of increase or decrease in the 2015-16 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 2015-16 goal for rate reduction and the difference between 2015-16 percentage goal and the actual 2015-16 percentage rate.

Total number of restraints for 2014-2015 = 0Total number of restraints for 2015-2016 = 0

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

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

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 2016-17 school year for reducing the number of incidents of restraint (goal must include a percentage for reduction).

The district does not prohibit the use of restraint. However, we continue to have a goal of zero restraints for the 2016-2017 school year.

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

- Yes
- O 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.

N/A

Describe the following:

- a. Data reviewed from the 2015-16 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 2016-17 school year.

No restraints or seclusions within the district for the last four 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 or students with significant behavioral histories. 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:

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

Section A.7: District Plan Related to Reducing the Use of Seclusion

- 7. The district is required to have a plan for reducing the use of seclusion, particularly in settings where it occurs frequently. The plan must include a goal for reducing the use of 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 seclusion for the 2014-15 school year and the 2015-16 school year.
- b. Indicate the percentage of increase or decrease in the 2015-16 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 2015-16 goal for rate reduction and the difference between 2015-16 percentage goal and the actual 2015-16 percentage rate.

Total number of seclusion for 2014-2015 = 0Total number of seclusion for 2015-2016 = 0

The total number of 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?

O Yes

No

If the district allows the use of seclusion, specify the district's measurable annual goal for the 2016-17 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 2016-2017 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-today 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 2015-16 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 2016-17 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.

Section B.1: Assurances – Free Appropriate Public Education (FAPE)

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

O 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

O No
Section B.2: Parental Input and Meetings

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.

Section B.3: Collaboration of Public and Private Instructional Personnel

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

- 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

O 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.

O Yes

No

If yes, include the name of each agency and the instructional personnel assigned for each facility.

Section B.4: Department of Juvenile Justice Facilities

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 outof-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

- 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.
 - I. 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
- 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
- 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.

Section B.5: Florida Educational Finance Program (FEFP) Funds

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:

O 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.

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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

Section B.6: Limited English Proficiency (LEP) Students

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

Section B.7: Child Find

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.

Section B.8: Confidentiality of Student Records

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

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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.

Section B.9: Coordinated Early Intervening Services (CEIS)

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).

Section B.10: National Instructional Materials Access Center (NIMAC)

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.

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 (7 days if expedited) 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. 145(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)]

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.
- 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:

- 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.

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.

Section D: Surrogate Parents

Statutory and Regulatory Citations

34 CFR §300.519 Sections39.0016 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.
- f. 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.
- g. 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.
- h. 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
- i. 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.
- 3. 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
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 parent.
- 8. 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.

7/6/2017

General Supervision

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.

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.

A student enrolls in another school district after the timeframe has begun and the parent and subsequent school district agree to a specific time when the evaluation will be completed.

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 must take reasonable steps to promptly respond to the request from the new school district.

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 identijoycefiable 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 parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

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 provides 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.

- 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 problemsolving 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.

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? Address the following in your response:

- How frequently are Tier 3 interventions reviewed and monitored?
- · What factors does the problem-solving team consider in determining that the student may be a student with a disability?
- What is the decision criteria for initiating an evaluation?

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 Page 138 of 341

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 using 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. However, data is typically collected at least on a weekly basis and reviewed within 4 to 6 weeks. 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.

The problem solving team considers the student's current and prior academic/behavioral history using a variety of measures. The team also considers the interventions being implemented and whether or not these interventions appear suitable to address the student's needs. The team also assesses the fidelity of intervention implementation. Additionally, the problem-solving team considers exclusionary factors such as the student's attendance, their ethnicity, their socioeconomic status, their behavior, their vision/hearing, and English Language proficiency, to determine whether or not any of these factors may be negatively impacting the student. The team also considers whether or not the student has experienced significant trauma that may be adversely affecting their progress (academic and behavior).

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 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)? Address the following in your response:

- How problem-solving is documented
- · Procedures for monitoring fidelity

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. Additionally, teams also complete the GTIPS working tool which guides teams in addressing critical components of the problem-solving process. Conference notes are also completed at each meeting. These notes contain information about the student's academic/behavioral history, current performance, and recommendations.

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 and complete a fidelity monitoring checklist to verify the implementation of interventions. This checklist is also placed in the student's folder.

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 goal established by the intervention team in a reasonable amount of obtain the goal established by the intervention team in a reasonable amount of a progress or limited progress or when the 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.) Address the following in your response:

- How information is disseminated explaining the school's multi-tiered system of supports (global awareness)
- Procedures/policies for including parents in problem solving
- · Frequency and format for sharing data on the student response to intervention with parents
- · When and how parents are notified of their right to request an evaluation

In order to foster global awareness of the Multi-Tiered System of Supports, the district has distributed MTSS manuals to all staff members. Additionally, the district's MTSS manual can be accessed by the general public via the district's website. Moreover, at the beginning of every school year, teams train all staff members about the MTSS process and provide them with any updated information. Global awareness of the MTSS process apart from the resources available on the district's website, is generally conveyed to parents by Teachers, Administrators, School Counselors, Parent services department personnel and ESE department personnel. Teachers, Administrators, and School Counselors generally provide this information to parents when meeting with them individually at formal or informal meetings, while parent services and ESE personnel generally provide this information to parents are presented with information about MTSS, given an opportunity to express their concerns, and are also provided with MTSS literature. During problem solving meetings, parents are again informed about the process, given literature about the process, and provided with a forum to ask questions.

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 via mail and a follow-up phone call. 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, and 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 about information regarding their child's academic and behavior history, as well as medical and family history. Parents are also given various strategies to assist their child at home and encouraged to observe their child within the classroom environment. At the end of the meeting, parents are given copies of the conference notes and the team's Action Plan for their child. They are also given information about the MTSS process. 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. Data is typically collected at least on a weekly basis and reviewed within 4 to 6 weeks. However, in some instances, meetings are held more frequently based on the magnitude of the situation. Progress monitoring data is shared through the use of graphs and other data collection means. Teachers are also encouraged to call parents to discuss their child's progress and parents are encouraged/welcomed to meet with their child's teacher as well as observe their child within the classroom environment.

Parents are notified verbally of their right to request an evaluation by their child's Teacher, School Counselor or School Administrator when an initial concern is raised. Once a Student Study Team meeting is scheduled for a student, parents are again informed verbally and in writing of their right to request an evaluation (information is included in the MTSS handout that parents receive).

- 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.

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

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 or a school district may initiate a request for initial evaluation to determine if a 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:

- 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 when, through the FDLRS or school district child find process, it is suspected that a child ages three to kindergarten-entry age may be a child with a disability. In addition, describe how the district will ensure that the parent will be given the opportunity to provide consent within 30 days of the parent's request.

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 us 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),

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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.

This section is not applicable for the district.

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

- 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.

d. 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.

- 3. 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.
- 4. 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.
 - 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 <u>Web-based Evaluation Resource</u> developed to assist districts in selection of instruments for conducting diagnostic assessments, eligibility evaluations and for screening and progress monitoring is available at <u>http://sss.usf.edu/resources/topic/ese/ESE_Eval/General/General.html</u>.

- 5. 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.
- 6. 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. Reevaluation for Deaf/Hard-of-Hearing, Dual Sensory Impaired and Visually Impaired are not able to Page 147 of 341

have reevaluation procedures waived.

- 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 endure 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

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.
- 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.
- 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

- 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.
- 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 homebased 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.

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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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
- 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.

Qualified Evaluators

All evaluators must hold a valid license or certificate in the state of Florida, in accordance with Rule 6A-6.0331, F.A.C. The following are qualified evaluators for specialized evaluations:

- 1. An audiologist for an audiological evaluation
- 2. A teacher of the deaf or hard-of-hearing
- 3. A speech and language pathologist
- 4. A school psychologist

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.

This section is not applicable for the district.

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

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

- 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:

- 1. The school district must seek consent from the parent or guardian to conduct an evaluation within 30 days, unless the parent and the school district agree otherwise in writing, whenever:
 - a. Florida Diagnostic and Learning Resource Center or the district's developmental screening results indicate that the child, three years to kindergarten- entry age, is a child with a disability and needs special education and related services.
 - b. A parent requests an evaluation and there documentation or evidence that the child may be a student with a disability in need of special education.
- 2. Developmental 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.
- 3. 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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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

All evaluators must hold a valid license or certificate in the state of Florida, in accordance with Rule 6A-6.0331, F.A.C.

The following are qualified evaluators for specialized evaluations:

- 1. An optometrist or ophthalmologist for a medical eye exam
- A teacher of the visually impaired, orientation and mobility specialist, or low vision specialist for a functional vision assessment

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3. An audiologist for an audiological evaluation

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General Supervision

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.
- 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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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 evidencebased 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:

- 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.
- 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

- 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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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

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.

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

 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.

Students Receiving Treatment in a Children's Specialty Hospital

Eligible students receiving treatment in a children's specialty hospital licensed under Chapter 395, Part I, F.S., must be provided educational instruction from the school district in which the hospital is located until the school district in which the hospital is located enters into an agreement with the school district in which the student resides.

By August 15, 2016, district must enter into an agreement with children's specialty hospitals in the district. This agreement establishes a process by which the hospital must notify the school district of students who may be eligible for instruction consistent with the eligibility for homebound and hospitalized services.

The district has entered into an agreement with a children's specialty hospital.

Yes

No

N/A

If yes, identify the children's specialty hospitals licensed under Chapter 395, Part I, F.S., which are located in your district.

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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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.
- 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 preacademic 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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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.
- 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.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

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 gradelevel 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.

O 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
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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, a referral is made to Florida State University for a bi-lingual evaluation.

http://beess.fcim.org/coordinator/sppDistrictDocPrint.aspx

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:

- O 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 Page 184 of 341

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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. 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.
 - b. Students determined eligible as a student with a speech 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 speech impairment may have counseling as a related service, a functional behavioral assessment, 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 or a specific learning 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 Chaper 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 sparsity

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.
- 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

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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 <u>Conducting</u> <u>Student Evaluations and Reevaluations</u> 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 <u>Conducting Student Evaluations and Reevaluations</u> section of this document, and the additional observation(s) conducted subsequent to obtaining consent for 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 legal 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:
 - 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 legal 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

7/6/2017

General Supervision

- 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 sparsity 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.
- 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:

- 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.
- 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.

SUMMARY SHEET

For Fiscal year 2016-2017

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEMS: Request to Delete from Capital Assets and sale via auction or salvage.

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Sections 274.04, 274.05 and 274.06, Florida Statutes, Board approval is requested to delete \$95,454.00 plus applicable depreciation from the Motor Vehicle Capital Assets. This action is required based on the information received from the Director of Transportation and Maintenance.

VIN #	Purchase Price	Miles	Property Tag #	Vehicle #
1. 1FTJE3M1NHA11098	17,246.00	223604	200570	92-501
2. 4DRBGAANX3A957072	67,396.00	215850	200275	03-141
3. 1FDMF60H1BVA07503	10,812.00	280602	200411	81-128

REVENUE: Applicable Funds

AMOUNT: \$95,454.00

PREPARED BY: Bruce James

Bonnia 2/bad

POSITION(s): Coordinator Safety & Inventory

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD	TERMS - FACILITY MANAGEMENT S FIXED ASSET VERIFICATION REQ-01 SEQ-C		ED- 07/17/17 ME- 15:57	PAGE-	3
-FA NUM- CODECLASSIFICATION	-DESCRIPTIONSERIAL NUMBER	MODELLOCATION C - NUMBER CNTR DP BLDG FM N D			

REQ 01 TOTAL 3 ITEMS 95,454.00 COST

	FACILITY MANAGEMENT SERIES ED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 2 TIME- 15:57
-FA NUM- CODECLASSIFICATIONDESCRIPTION		CATION CDATES T DP BLDG FM N DS ACQRED INVTRY DISPD G
00200411 5000005 LARGE TRUCKS (SEMIS)	1FDMF60H1BVA07503 81 9020	00 0000 G 07 050881 051117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000004 FORD MOTOR COMPANY VEH: 81-128 TAG: 56899 TITLE:	PO NUM CHECK OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 10,812.00 5
COM: DUMP TRUCK		TOTAL 10,812.00
00200570 5000001 VANS	1FTJE34M1NHA11098 92 9020	00 0000 G 07 010292 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000004 FORD MOTOR COMPANY	PO NUM CHECK OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 17,246.00 7
VEH: 92-501 TAG: 69983 TITLE: COM: MAINTENANCE		TOTAL 17,246.00
	CNTR 9020 TOTAL	2 ITEMS 28,058.00 COST

	FACILITY MANAGEMENT SERIES ED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 1 TIME- 15:57
-FA NUM- CODECLASSIFICATIONDESCRIPTION		CATION CDATES T DP BLDG FM N DS ACQRED INVTRY DISPD G
00200275 5000015 BUSES	4DRBGAANX3A957072 03 9003	00 0000 G 07 032103 032817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000400 INTERNATIONAL VEH: 03-141 TAG: 210100 TITLE:	PO NUM CHECK OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 67,396.00 10
COM: RANDOLPH BLAKE		TOTAL 67,396.00
	CNTR 9003 TOTAL	1 ITEMS 67,396.00 COST

SUMMARY SHEET

FISCAL YEAR 2016-2017

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEMS: Request to Delete and Dispose from Capital Assets – Furniture, Fixtures and Equipment and sale via Auction or Recycling Co.

DIVISION: Finance Department

-14

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Sections 274.04, 274.05 and 274.06, Florida Statutes, Board approval is requested to delete \$172,291.54 from the Capital Assets General Ledger, to be sold and disposed of with a Recycling Company.

Center	Amount	Center	Amount	Center	Amount
0041 - \$.00	0051 - \$.00	0061 - \$.00
0071 - \$	8,960.39	0091 - \$	1,700.00	0101 - \$	1,793.60
0141 - \$	5,878.00	0151 - \$	8,669.60	0171 - \$	13,981.69
0191 - \$	43,415.54	0201 - \$	6,288.23	0211 - \$	16,971.47
0231 - \$	5,744.33	0241 - \$	3,140.30	0245 - \$	11,253.48
9001 - \$	35,940.23	9004 - \$	2,435.29	9020 - \$	1,054.87
9026 - \$	3,781.52	9027 - \$	1,283.00	9106 - \$	0.00

See Attached – Fixed Asset Verification Documents

REVENUE: All Funds

AMOUNT: \$172,291.54

PREPARED BY: Bruce James Bon

Bonnie 2bol

POSITIONS: Coordinator Safety & Inventory

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0071 EAST GADSDEN HIGH SCHOOL	FACILITY MANAGEMENT XED ASSET VERIFICATIC REQ-01 SEQ-C	SERIES DN	PROCESSED- 07/17/17 PAGE- 1 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODEL	LOCATION CDATES T
00034828 4110101 DESKTOP COMPUTER	1J9JG81	GX620	0071 3 339 E 07 010106 050817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECH 000001	KOLGOWN LO	FND-CNTR-PROJECTAMOUNT LIF 1,108.00 5 TOTAL 1,108.00
COM: DELL CPU			•
00035375 4110101 DESKTOP COMPUTER	32V05C1	GX520	0071 4 413 E 07 121206 050817 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECH 168925 000001	K OLG OWN L O	FND-CNTR-PROJECTAMOUNT LIF 420-0071 829.00 5 TOTAL 829.00
COM: DELL CPU			
00101249 4080100 TELEVISIONS	321-35200168	C27A25	0071 4 416 G 07 010104 050817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000030 ZENITH	PO NUM CHECH 000001	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 7 TOTAL .00
COM: ZENITH TV			IOTAL .00
00035703 4050102 SMART BOARD	SB580-103524	N/A	0071 4 433 G 07 010104 050817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECH 000001	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 1,700.00 7 TOTAL 1,700.00
COM: SMART BOARD			101AL 1,700.00
00037174 4110101 DESKTOP COMPUTER	C51N3K1	GX760	0071 4 449 G 07 052709 050817 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECH 176044 068506	K OLG OWN 5 O	FND-CNTR-PROJECTAMOUNT LIF 420-9001-4226390 776.56 5 TOTAL 776.56
COM: DELL CPU			101AL //0.50
00037578 4200013 MILK BOX			0071 5 500 G 07 010105 050817 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHECH	K OLG OWN	FND-CNTR-PROJECTAMOUNT LIF
CON. MILK DOV		0	TOTAL .00
COM: MILK BOX	1000100007	26	
00101421 4130000 CUSTODIAL/MAINTENANCE EQUIPMENT			
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECH 000001		FND-CNTR-PROJECTAMOUNT LIF
COM. CHAMP FLOOR SCRUB			TOTAL .00

COM: CHAMP. FLOOR SCRUB

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0071 EAST GADSDEN HIGH SCHOOL	TERMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIO REQ-01 SEQ-C	SERIES DN	PROCESSED- 07/17/17 PAGE- 2 TIME- 15:27
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00032106 4110101 DESKTOP COMPUTER	B11B031	GX260 0071	7 713 G 07 010104 050717 Y
VDR: V999999999 VENDOR PRIOR TO 7 MFG: M000000138 DELL	TERMS PO NUM CHECH 000001		FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			101111 025.00
00032652 4110101 DESKTOP COMPUTER	4KV1J41	GX270 0071	7 713 G 07 010105 050817 Y
VDR: V999999999 VENDOR PRIOR TO 7 MFG: M000000138 DELL	TERMS PO NUM CHECH 000001	KOLGOWN I O	FND-CNTR-PROJECTAMOUNT LIF 949.00 5 TOTAL 949.00
COM: DELL CPU			101112 210100
00032656 4110101 DESKTOP COMPUTER	HXG0J41	GX270 0071	7 713 G 07 010105 050717 Y
VDR: V999999999 VENDOR PRIOR TO 1 MFG: M000000138 DELL	TERMS PO NUM CHECH 000001	KOLGOWN LO	FND-CNTR-PROJECTAMOUNT LIF 949.00 5 TOTAL 949.00
COM: DELL CPU			TOTAL 949.00
00032659 4110101 DESKTOP COMPUTER	70H0J41	GX270 0071	7 713 G 07 010105 050717 Y
VDR: V999999999 VENDOR PRIOR TO 1 MFG: M000000138 DELL	TERMS PO NUM CHECH 000001	KOLGOWN LO	FND-CNTR-PROJECTAMOUNT LIF 949.00 5 TOTAL 949.00
COM: DELL CPU			
00038824 4110300 PRINTERS	S6109601032	M036 0071	7 713 G 07 063011 062413 050817 Y
VDR: VC00220000 CDW GOVERNMENT, 1	INC. PO NUM CHECH 180620 082012	KOLGOWN 20	FND-CNTR-PROJECTAMOUNT LIF 432-0071-432261S 5 TOTAL .00
COM: PRINTER			
00100780 4070000 SCANNER	K-15920	888P 0071	8 809 G 07 010104 050817 Y
VDR: V99999999 VENDOR PRIOR TO T	TERMS PO NUM CHECH 000001	KOLGOWN LO	FND-CNTR-PROJECTAMOUNT LIF
COM: SCNTRON			TOTAL .00
00035722 4090400 FREEZER	WB54025974	FFU176 0071	8 820 G 07 010104 050817 Y
		K OLG OWN	FND-CNTR-PROJECTAMOUNT LIF 7
COM: FRIGIDAIRE FREEZER			TOTAL .00

COM: FRIGIDAIRE FREEZER

	FACILITY MANAGEMENT SER XED ASSET VERIFICATION REQ-01 SEQ-C	les	PROCESSED- 07/17 TIME- 15:27	
-FA NUM- CODECLASSIFICATIONDESCRIPTIC			FION C BLDG FM N DS ACQRED	
00037710 4050100 PROJECTORS	LS6F9Y0377L	H294A 0071	8 820 G 07 012010	050817 Y
VDR: VA13150000 AVI-SPL	PO NUM CHECK OL 177378 072969 O		FND-CNTR-PROJECT 110-0071-1105320 TOTAL	AMOUNT LIF 7 .00
COM: EPSON PROJECTOR				
00038957 4110102 LAPTOP COMPUTER	8NSC4S1	E5420 0071	8 827 G 07 011812	050817 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OL 181880 086552 O		FND-CNTR-PROJECT 434-0071-434RS61 TOTAL	
COM: DELL LAPTOP E5420 (PETERSON)			CUR VALUE	261.24
	CNTR 0071 TOT	TAL 16	ITEMS	8,960.39 COST

	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/1 TIME- 15:2	
-FA NUM- CODECLASSIFICATIONDESCRIPTION		DELLOCATION C BER CNTR DP BLDG FM N DS ACORED	
		_	
00033897 4050102 SMART BOARD	SB680-R1-012337 N/A	. 0091 10 1012 E 07 010105	070810 062617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OW 000001 O		1,700.00 7
COM: SMART BOARD		TOTAL	1,700.00
	CNTR 0091 TOTAL	1 ITEMS	1,700.00 COST

	DAGITINU MANAGDMDNE ODDIDG	PROCESSED- 07/17/17 PAGE- 5
RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 0101 GADSDEN ELEMENTARY MAGNET	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 5 TIME- 15:27
	MODEL-	LOCATION C DATES T
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	NSERIAL NUMBER NUMBER	
00034958 4160200 DESKS	N/A CHERRY	0101 7 16 E 07 010103 061615 060917 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 10 TOTAL .00
COM: CREDENZA		101111
00102159 4160300 TABLES	N/A N/A	0101 7 19 G 07 010100 060917 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	10
COM: CONFERENCE TABLE		TOTAL .00
		0101 7 21 G 07 010105 061615 060917 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 5
COM: SMART BOARD		TOTAL .00
00037432 4110101 DESKTOP COMPUTER	71FLDK1 GX760	0101 7 22 G 07 100909 060917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 177040 O	FND-CNTR-PROJECTAMOUNT LIF 378-0201-1109990 5 TOTAL .00
COM: DELL CPU		
00036597 4110101 DESKTOP COMPUTER	79K4SD1 GX745	0101 7 28 E 07 101007 060917 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 171864 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0101 861.80 5 TOTAL 861.80
COM: DELL CPU		TOTAL 861.80
00038224 4110101 DESKTOP COMPUTER	3W52NN1 GX380	0101 7 5A G 07 120910 060917 Y
		FND-CNTR-PROJECTAMOUNT LIF
VDR: VD04220000 DELL MARKETING LP	178974 O	110-0101-1104430 5
COM: DELL CPU		TOTAL .00
00102156 4080100 TELEVISIONS	32134450103 C25A24	0101 7 8 G 07 010102 061615 060917 Y
VDR: V99999999 VENDOR PRIOR TO TERMS		FND-CNTR-PROJECTAMOUNT LIF
MFG: M00000030 ZENITH	000001 O	7
COM: ZENNITH TV		TOTAL .00

COM: ZENNITH TV

	FACILITY MANAGEMENT S XED ASSET VERIFICATION REQ-01 SEQ-C		PROCESSED- 07/ TIME- 15:	
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	NSERIAL NUMBER		OCATION C DP BLDG FM N DS ACQRE	
00036404 4110101 DESKTOP COMPUTER	1WB4JD1	GX745 0101	8 1 G 07 09040	7 060917 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK 000376 000001	OLG OWN O	FND-CNTR-PROJECT TOTAL	AMOUNT LIF 931.80 5 931.80
COM: DELL CPU	CNTR 0101	FOTAL	8 ITEMS	1,793.60 COST
	CIVIR 0101		0 11000	1,755.00 0051

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0141 GREENSBORO ELEMENTARY	TERMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIO REQ-01 SEQ-C	SERIES ON	PROCESSED- 07/17/17 PAGE- 7 TIME- 15:27
			N CDATES T
-FA NUM- CODEDE			
00030757 4050100 PROJECTORS	7GW12600077	LP3403 0141 1	119 G 07 010106 080211 053117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000110 INFOCUS	O TERMS PO NUM CHECH 000002		-CNTR-PROJECTAMOUNT LIF 920.00 7 TOTAL 920.00
00107768 4080100 TELEVISIONS	N/V	N/V 0141 1	119 G 07 010103 080211 053117 Y
VDR: V999999999 VENDOR PRIOR TC MFG: M00000030 ZENITH	O TERMS PO NUM CHECK 000003	KOLGOWN FND 1 O	-CNTR-PROJECTAMOUNT LIF 7 TOTAL .00
COM: ZENNITH TV			TOTAL .00
00033470 4110101 DESKTOP COMPUTER	GQT9M71	GX280 0141 5	7 G 07 010106 090710 053117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECH 000002	KOLGOWN FND 1 O	CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: DELL CPU			TOTAL .00
00030711 4110101 DESKTOP COMPUTER	YM1341YOLRG	M5521 0141 99	61 G 07 010101 053117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECH	K OLG OWN FND	
COM: IMAC CPU			TOTAL 918.00
00033522 4110101 DESKTOP COMPUTER	DRT9M71	GX280 0141 99	61 G 07 010101 053117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECH		
COM: DELL CPU			101AL 1,102.00
00033529 4110101 DESKTOP COMPUTER	9JT9M71	GX280 0141 99	61 G 07 010106 053117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECH 000002	K OLG OWN FND 1 O	D-CNTR-PROJECTAMOUNT LIF 1,102.00 5 TOTAL 1,102.00
COM: DELL CPU			TOTAL 1,102.00
00035430 4110101 DESKTOP COMPUTER	YM0462X6JAU	M5521 0141 99	61 F 07 010101 053117 Y
VDR: V999999999 VENDOR PRIOR TC MFG: M000000002 APPLE COMPUTER		K OLG OWN FND	
COM. IMAC CPU			101AL 918.00

COM: IMAC CPU

RPRT- M1B08 TE DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0141 GREENSBORO ELEMENTARY	RMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIO REQ-01 SEQ-C		PROCESSED- 07/17 TIME- 15:27	
-FA NUM- CODECLASSIFICATIONDESCR	TOWTON		TION C	
-FA NOM- CODECLASSIFICATIONDESCR	IPTIONSERIAL NOMBER	- NUMBER CNIR DP	BLDG FM N DS ACQRED	INVIRI DISFD G
00035431 4110101 DESKTOP COMPUTER	YM0471UZJAU	M5521 0141	99 61 F 07 010101	053117 Y
VDR: V999999999 VENDOR PRIOR TO TE MFG: M00000002 APPLE COMPUTER	RMS PO NUM CHECK 000001		ND-CNTR-PROJECT	918.00 5
COM: IMAC CPU			TOTAL	918.00
	CNTR 0141	TOTAL 8	ITEMS	5,878.00 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI: LOCN- 0151 CHATTAHOOCHEE ELEMENTARY	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 9 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	MOL	JELDATES I
00038149 4070000 SCANNER	206043 6130	0 0151 1 1C G 07 110310 052517 Y
VDR: VC00220000 CDW GOVERNMENT, INC.	PO NUM CHECK OLG OW 179069 077285 O	NN FND-CNTR-PROJECTAMOUNT LIF 432-9001-432260S 947.44 5 TOTAL 947.44 CUR VALUE 63.15
COM: FIJITSU SCANER/PRINTER		
		45 0151 1 23 E 07 082807 060310 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OW 171601 000001 O	VN FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU		
00036501 4110101 DESKTOP COMPUTER	5CT3MD1 GX74	45 0151 1 23 E 07 082807 100510 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OW 171601 000001 O	₩N FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU		101AL 801.80
00036467 4110101 DESKTOP COMPUTER	FDS4MD1 GX74	45 0151 1 24 E 07 082807 041910 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OW 171601 000001 O	WN FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU		101AL 801.80
00107258 4080100 TELEVISIONS	921-24350087 B25A	All 0151 1 24 G 07 010199 100510 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000030 ZENITH	PO NUM CHECK OLG OW	WN FND-CNTR-PROJECTAMOUNT LIF 7
COM: ZENITH TV		TOTAL .00
00036469 4110101 DESKTOP COMPUTER	DBS4MD1 GX74	45 0151 1 25 E 07 082807 100410 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M00000138 DELL	PO NUM CHECK OLG OW 171601 000001 O	WN FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU		IUTAL 001.00
00036471 4110101 DESKTOP COMPUTER	FBS4MD1 GX74	45 0151 1 25 E 07 082807 100410 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OW 171601 000001 O	WN FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU		

COM: DELL CPU

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 0151 CHATTAHOOCHEE ELEMENTARY	FACILITY MANAGEMENT XED ASSET VERIFICATI REQ-01 SEQ-C	SERIES ON	PROCESSED- 07/17/17 PAGE- 10 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	NSERIAL NUMBER	MODEL NUMBER CNT	LOCATION CDATES T TR DP BLDG FM N DS ACQRED INVTRY DISPD G
00036624 4110300 PRINTERS	E7J437268	MFC-84 015	1 1 26 E 07 102407 100410 052517 Y
VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHEC 172092 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 110-0151 5 TOTAL .00
COM: BROTHERS COP/FX/SCN			IUIAL .00
00036451 4110101 DESKTOP COMPUTER	7DS4MD1	GX745 015	1 1 28 E 07 082807 060310 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHEC 171601 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU			
00036502 4110101 DESKTOP COMPUTER			
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHEC 171601 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
COM: DELL CPU			101AL 001.00
00037749 4110101 DESKTOP COMPUTER	3CMD5M1	GX780 015	1 1 28 G 07 040510 052517 Y
00037749 4110101 DESKTOP COMPUTER VDR: VD04200000 DELL ELECTRONICS, INC.	PO NUM CHEC 177795 07428	K OLG OWN 8 O	FND-CNTR-PROJECTAMOUNT LIF 420-9026-4210951 827.76 5
COM: DELL CPU			101AL 027.70
00037838 4110101 DESKTOP COMPUTER	2VD3HM1	GX780 015	1 1 28 G 07 051210 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177965 74740	K OLG OWN 5 O	FND-CNTR-PROJECTAMOUNT LIF 420-0151-4226700 5 TOTAL .00
COM: DELL CPU			IOIAL .00
00002388 4200300 MISC LUNCHROOM EQUIPMENT	S88-5656	88 015	1 1 33 G 07 010199 100410 052517 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF TOTAL .00
COM: POPCORN POPPER			IOTAL .00
00035438 4110300 PRINTERS	Q1951200339	CL2000 015	1 1 34 G 07 010105 060310 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHEC 00000	K OLG OWN 1 O	5
COM. AFICO PRINTER			TOTAL .00

COM: AFICO PRINTER

	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 11 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIO		LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00036452 4110101 DESKTOP COMPUTER	89S4MD1 GX745	0151 1 34 E 07 082807 041910 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL COM: DELL CPU	PO NUM CHECK OLG OWN 171601 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0151 861.80 5 TOTAL 861.80
	CNTR 0151 TOTAL	15 ITEMS 8,669.60 COST

RPRT- M1B08 TER DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0171 GRETNA ELEMENTARY	MS - FACILITY MANAGEMENT SERIES FIXED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 12 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRI	MODEL-	LOCATION C DATES T
	JGR9M71 GX280	
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL	MS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU		
00024045 4160400 MISC FURNITURE	N/A N/A	0171 1 3 G 07 010103 052317 Y
VDR: V999999999 VENDOR PRIOR TO TER	MS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 10 TOTAL .00
COM: PLAY PEN		101AL .00
00034760 4020000 AIR CONDITIONERS	QT2620209 ACE 18	0171 2 OFC E 07 090106 052317 Y
		FND-CNTR-PROJECTAMOUNT LIF 110-0171 500.00 15 TOTAL 500.00 CUR VALUE 205.59
COM: WHIRPOOL A/C (MAIN OFC)		CUR VALUE 205.59
00036678 4110300 PRINTERS	J7J513859 MFC-84	
00036678 4110300 PRINTERS VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHECK OLG OWN 172092 000001 O	FND-CNTR-PROJECTAMOUNT LIF 110-0191 5 TOTAL .00
COM: BROTHERS COP/FX/SCN		IOIAL .00
00035103 4110101 DESKTOP COMPUTER	GCR9M71 GX280	0171 2 13A G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL	MS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU		101AL 1,200.00
00035114 4110101 DESKTOP COMPUTER	9GR9M71 GX280	0171 2 13A G 07 010106 052317 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL	MS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU		101AL 1,200.00
00033323 4110101 DESKTOP COMPUTER	FBFWH71 GX280	0171 2 15 G 07 010106 062917 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL		
COM. DELL CPU		101AL 1,200.00

COM: DELL CPU

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0171 GRETNA ELEMENTARY	TERMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIO REQ-01 SEQ-C	SERIES N	PROCESSED- 07/17 TIME- 15:27	/17 PAGE- 13
-FA NUM- CODECLASSIFICATIONDE		MODELLOCA	ATION C	-DATES T
00035091 4110101 DESKTOP COMPUTER	FKR9M71	GX280 0171	2 16 G 07 010106	041910 062917 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	D TERMS PO NUM CHECK		FND-CNTR-PROJECT	1 200 00 5
COM: DELL CPU				_,
00033169 4110101 DESKTOP COMPUTER	4TGSR61	G 0171	2 3 G 07 010103	062917 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	D TERMS PO NUM CHECK 000001	OLG OWN O	FND-CNTR-PROJECT	AMOUNT LIF 1,200.00 5 1,200.00
COM: DELL CPU				
00036632 4110300 PRINTERS	H7J509635	MFC-84 0171	2 6A E 07 102407	052317 Y
00036632 4110300 PRINTERS VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHECK 172092 000001	OLG OWN O	FND-CNTR-PROJECT 110-0171 TOTAL	AMOUNT LIF 5
COM: BROTHERS COP/FX/SCN			IOINI	.00
00038146 4070000 SCANNER	206041	6130 0171	2 6A G 07 110310	052317 Y
00038146 4070000 SCANNER VDR: VC00220000 CDW GOVERNMENT, COM: FIJITSU SCANER/PRINTER	, INC. PO NUM CHECK 179069 077285	OLG OWN O	FND-CNTR-PROJECT 432-9001-432260S	AMOUNT LIF 947.44 5 947.44
COM: FIJITSU SCANER/PRINTER			CUR VALUE	63.15
00033878 4110101 DESKTOP COMPUTER	7RVGY91	GX520 0171	3 9 E 07 040106	062617 Y
VDR: VD04220000 DELL MARKETING MFG: M000000138 DELL	LP PO NUM CHECK 000001	OLG OWN O	FND-CNTR-PROJECT	AMOUNT LIF 829.00 5 829.00
COM: DELL CPU			T () T I I I	020.000
00033532 4110101 DESKTOP COMPUTER	6ST9M71	GX280 0171	4 2C G 07 010106	062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	D TERMS PO NUM CHECK 000001	OLG OWN O	FND-CNTR-PROJECT	AMOUNT LIF 1,200.00 5 1,200.00
COM: DELL CPU			IOIUT	1,200.00
00103554 4080100 TELEVISIONS	121-47160239	B32A24 0171	4 4 G 07 010108	052317 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M00000030 ZENITH	D TERMS PO NUM CHECK 000001	OLG OWN		/
COM. ZENITH TV 25			TOTAL	.00

COM: ZENITH TV 25

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 0171 GRETNA ELEMENTARY	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 14 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	MODEL-	LOCATION CDATES T
00035750 4110101 DESKTOP COMPUTER	2H1AJXDUNOYZ C01067	0171 4 4A G 07 010103 052317 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000132 COMPAQ	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: COMPAQ CPU		10181 .00
00036978 4100000 COMMUNICATION EQUIPMENT	TLP98K7G2C7AD 3C1060	0171 4 5 E 07 051308 052317 Y
VDR: VH06760000 HAYES E-GOVERNMENT RESO	URCES PO NUM CHECK OLG OWN 173301 000001 O	$T \cap T \land T$ 841 75
COM: GTW CHASSIS 1PWR		CUR VALUE 240.50
00036979 4100000 COMMUNICATION EQUIPMENT	YEEF8GK974400 3CR175	0171 4 5 E 07 051308 052317 Y
VDR: VH06760000 HAYES E-GOVERNMENT RESO	DURCES PO NUM CHECK OLG OWN 173301 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-9001 1,166.75 5 TOTAL 1,166.75
COM: 3COM SWITCH		
00036980 4100000 COMMUNICATION EQUIPMENT	TNV98H72VV122 3C1060	0171 4 5 E 07 051308 052317 Y
VDR: VH06760000 HAYES E-GOVERNMENT RESO	DURCES PO NUM CHECK OLG OWN 173301 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-9001 1,296.75 5 TOTAL 1,296.75
COM: NBX V3000 ANALOG SYS		
00103450 4080100 TELEVISIONS	321-36400607 C25A24	0171 4 6 G 07 010103 052317 Y
VDR: V99999999 VENDOR PRIOR TO TERMS MFG: M00000030 ZENITH	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 7 TOTAL .00
COM: ZENITH TV 25		IUIAL .00
00035075 4080100 TELEVISIONS	22134060797 C25A24	0171 98 05 G 07 010103 041910 052317 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000030 ZENITH	PO NUM CHECK OLG OWN 000001 O	/
COM: ZENITH TV 25		TOTAL .00
	CNTR 0171 TOTAL	20 ITEMS 13,981.69 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 15 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL- NSERIAL NUMBER NUMBER	LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00024252 4200300 MISC LUNCHROOM EQUIPMENT	11162A 2001	0191 G 07 010102 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF
COM: CITATION POPCORN MCH	000001 0	TOTAL .00
00033865 4110101 DESKTOP COMPUTER		
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU		
00033867 4110101 DESKTOP COMPUTER	D742K91 GX520	0191 E 07 010106 060117 Y
		FND-CNTR-PROJECTAMOUNT LIF
COM: DELL CPU		TOTAL 829.00
00033868 4110101 DESKTOP COMPUTER	8742K91 GX520	0191 E 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU (WAREHOUSE)		TOTAL 829.00
00033869 4110101 DESKTOP COMPUTER	C742K91 GX520	0191 E 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5
	000001 0	829.00 5 TOTAL 829.00
COM: DELL CPU (WAREHOUSE)		
00033870 4110101 DESKTOP COMPUTER		
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU (WAREHOUSE)		TOTAL 829.00
00033872 4110101 DESKTOP COMPUTER	6742K91 GX520	0191 E 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5
COM: DELL CPU (WAREHOUSE)		TOTAL 829.00

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	FACILITY MANAGEMENT KED ASSET VERIFICATIO REQ-01 SEQ-C	SERIES ON	PROCESSED- 07/17/17 PAGE- 16 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODEL	LOCATION CDATES T
00035033 4110101 DESKTOP COMPUTER	7GPHRB1	GX520 019	1 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU WAREHOUSE			
00035865 4110101 DESKTOP COMPUTER	FLL3VC1	GX520 019	1 G 07 010106 060117 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC	K OLG OWN O	5
COM: DELL CPU WAREHOUSE			TOTAL .00
00037460 4110101 DESKTOP COMPUTER	71JTDK1	GX760 019	1 G 07 100909 052317 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177040	K OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 378-0201-1109990 5
COM: DELL CPU WAREHOUSE			IOTAL .00
00038147 4070000 SCANNER	211041	6130 019	1 G 07 110310 060117 Y
VDR: VC00220000 CDW GOVERNMENT, INC. COM: FIJITSU SCANER/PRINTER ABBEY DIXON	PO NUM CHEC 179069 07728	K OLG OWN 5 O	FND-CNTR-PROJECTAMOUNT LIF 432-9001-432260S 947.44 5 TOTAL 947.44
COM: FIJITSU SCANER/PRINTER ABBEY DIXON			CUR VALUE 63.15
00040000 4110102 LAPTOP COMPUTER	FXC5BW1	E5530 019	1 G 07 011513 052317 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 184154 09220	K OLG OWN 2 O	FND-CNTR-PROJECTAMOUNT LIF 420-9001-4212620 880.75 5 TOTAL 880.75 CUR VALUE 440.37
COM: DELL LAPTOP (ABBEY DIXON)			CUR VALUE 440.37
00030038 4110101 DESKTOP COMPUTER	7PBGM01	GX150 019	1 1 5 G 07 010102 052317 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 1,105.00 5 TOTAL 1,105.00
COM: DELL CPU			101KL 1,105.00
00030096 4100000 COMMUNICATION EQUIPMENT	NOT VISIBLE	410-24 019	1 1 5 G 07 010199 052317 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM. BAY STACK			IUIAL .00

COM: BAY STACK

RPRT- M1B08 T DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	ERMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIO REQ-01 SEQ-C	SERIES N	PROCESSED- 07/17/17 PAGE- 17 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESC		MODELLOCA	$T_1ON = = = C$ $= = = = = = DATES = = = = I$
00030099 4100000 COMMUNICATION EQUIPMENT			
			FND-CNTR-PROJECTAMOUNT LIF
VDR. V999999999 VENDOR FRIOR TO T	000001	0	TOTAL .00
COM: BAY STACK			
00031547 4110101 DESKTOP COMPUTER	GR9VP11	PRECIS 0191	1 5 G 07 010104 062917 Y
VDR: V999999999 VENDOR PRIOR TO T MFG: M000000138 DELL	CERMS PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 2,000.00 5 TOTAL 2,000.00
COM: DELL CPU			101AL 2,000.00
00033923 4110101 DESKTOP COMPUTER	621VQ91	GX520 0191	1 5 E 07 010106 052317 Y
	PO NUM CHECK	OLG OWN	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: DELL CPU			IOTAL .00
00033798 4110101 DESKTOP COMPUTER	15L5691	GX520 0191	1 6 G 07 010106 060117 Y
	TERMS PO NUM CHECK	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			101AL 029.00
00035731 4110101 DESKTOP COMPUTER	JP1F491	GX520 0191	1 9 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO T MFG: M000000138 DELL	TERMS PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 2,000.00 5 TOTAL 2,000.00
COM: DELL CPU			101112 2,000000
00033804 4110101 DESKTOP COMPUTER	CCL5691	GX520 0191	2 16 G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO T MFG: M000000138 DELL	TERMS PO NUM CHECK 000001	COLGOWN CO	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			101mB 025.00
00033805 4110101 DESKTOP COMPUTER	7DL5691	GX520 0191	2 16 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO T MFG: M000000138 DELL	TERMS PO NUM CHECH 000001	KOLGOWN LO	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			

COM: DELL CPU

RPRT- M1B08 TERMS DIST- 20 GADSDEN COUNTY SCHOOL BOARD F LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	- FACILITY MANAGEMENT SERIES IXED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 18 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTI	MODEL-	LOCATION CDATES T
00033784 4110101 DESKTOP COMPUTER	6GL5691 GX520	0191 2 17 G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU		
00033796 4110101 DESKTOP COMPUTER	BGL5691 GX520	0191 2 18 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU		
00033793 4110101 DESKTOP COMPUTER	7BL5691 GX520	0191 2 19 G 07 010106 062617 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF
COM: DELL CPU	0	TOTAL .00
00033803 4110101 DESKTOP COMPUTER	8BL5691 GX520	0191 2 19 G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF
COM: DELL CPU		TOTAL 829.00
00036975 4100000 COMMUNICATION EQUIPMENT	YEEF8IK985440 3CR175	0191 2 19 E 07 051308 060117 Y
VDR: VH06760000 HAYES E-GOVERNMENT RES	OURCES PO NUM CHECK OLG OWN 173301 066419 O	FND-CNTR-PROJECTAMOUNT LIF 376-9001 1,166.75 5 TOTAL 1,166.75
COM: 3COM SWITCH		
		0191 2 25 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU		
00033809 4110101 DESKTOP COMPUTER	2FL5691 GX520	0191 2 26 G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU		

RPRT- M1B08 TEF DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	MS - FACILITY MANAGEMENT SERI FIXED ASSET VERIFICATION REQ-01 SEQ-C	ES PROCESSED- 07/2 TIME- 15:2	17/17 PAGE- 19 27
-FA NUM- CODECLASSIFICATIONDESCRI		MODELLOCATION C	DATES T
00033820 4110101 DESKTOP COMPUTER	GBL5691 G	x520 0191 2 26 G 07 010104	6 062617 Y
VDR: V999999999 VENDOR PRIOR TO TEF MFG: M000000138 DELL	MS PO NUM CHECK OLG 000001 O	OWN FND-CNTR-PROJECT TOTAL	829.00 5
COM: DELL CPU			
00033813 4110101 DESKTOP COMPUTER	4GL5691 G	x520 0191 2 27 G 07 010106	6 060117 Y
VDR: V999999999 VENDOR PRIOR TO TEF MFG: M000000138 DELL	MS PO NUM CHECK OLG 000001 O	OWN FND-CNTR-PROJECT	AMOUNT LIF 829.00 5 829.00
COM: DELL CPU		101111	029.00
00033824 4110101 DESKTOP COMPUTER	DDL5691 G	x520 0191 2 27 G 07 01010	6 060117 Y
VDR: V999999999 VENDOR PRIOR TO TEF MFG: M000000138 DELL	MS PO NUM CHECK OLG 000001 O		AMOUNT LIF 829.00 5 829.00
COM: DELL CPU		TOTAL	829.00
00033873 4110102 LAPTOP COMPUTER	UV21009WL2V M	8413 0191 2 27 G 07 06010	6 060117 Y
VDR: V999999999 VENDOR PRIOR TO TEF	AS PO NUM CHECK OLG		
COM: I-BOOK	0	TOTAL	
00033818 4110101 DESKTOP COMPUTER	DFL5691 G	x520 0191 2 28 G 07 01010	6 060117 Y
VDR: V999999999 VENDOR PRIOR TO TEF MFG: M000000138 DELL	AS PO NUM CHECK OLG 000001 O	OWN FND-CNTR-PROJECT	AMOUNT LIF 829.00 5 829.00
COM: DELL CPU		TOTAL	829.00
00033832 4110101 DESKTOP COMPUTER	3DL5691 G	x520 0191 2 28 G 07 01010	060117 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG	OWN FND-CNTR-PROJECT	AMOUNT LIF
	0	TOTAL	.00
COM: DELL CPU			
00033826 4110101 DESKTOP COMPUTER	JDL5691 G	X520 0191 2 29 G 07 01010	6 052317 Y
VDR: V999999999 VENDOR PRIOR TO TEF MFG: M000000138 DELL	AS PO NUM CHECK OLG	OWN FND-CNTR-PROJECT	AMOUNT LIF 829.00 5 829.00
RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	TERMS - FACILITY MANAGEMENT SE FIXED ASSET VERIFICATION REQ-01 SEQ-C	RIES PROC	CESSED- 07/17/17 PAGE- 20 TIME- 15:27
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-FA NUM- CODECLASSIFICATIONDE		MODELLOCATION	C DATES T
	FCL5691		
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	0	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			
00033783 4110101 DESKTOP COMPUTER	BBL5691	GX520 0191 4 33	G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	DLG OWN FND-CNTR- O	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			
00033790 4110101 DESKTOP COMPUTER	1DL5691	GX520 0191 4 33	G 07 010106 052317 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	DLG OWN FND-CNTR- O	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU HOLD M-CNTR			101AL 029.00
00033795 4110101 DESKTOP COMPUTER	BDL5691	GX520 0191 4 33	G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	DLG OWN FND-CNTR- O	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU HOLD M-CNTR			
00033797 4110101 DESKTOP COMPUTER	9CL5691	GX520 0191 4 33	G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	0	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			
00033799 4110101 DESKTOP COMPUTER	BFL5691	GX520 0191 4 33	G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	OLG OWN FND-CNTR- O	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			101AL 029.00
00033800 4110101 DESKTOP COMPUTER	7GL5691	GX520 0191 4 33	G 07 010106 062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS PO NUM CHECK C 000001	DLG OWN FND-CNTR- O	-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			- VALUE VALUE

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	TERMS - FA FIXED	CILITY M ASSET VI REQ-01	ANAGEMENT S ERIFICATION SEQ-C	ERIES			PROC	CESSED- 07/17 TIME- 15:27	/17 PAGE- 21
-FA NUM- CODEDH	ESCRIPTION -	SERIAL	NUMBER	MODEL NUMBER	LOCA CNTR DP	TION	G FM	C N DS ACQRED	-DATES T INVTRY DISPD G
00033801 4110101 DESKTOP COMPUTER	C	BL5691		GX520	0191	4	33	G 07 010106	062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL		PO 1	NUM CHECK 000001	OLG OWN O				-PROJECT	010 00 5
COM: DELL CPU HOLD M-CNTR									
00033816 4110101 DESKTOP COMPUTER	D	CL5691		GX520	0191	4	33	G 07 010106	060117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS	PO 1	NUM CHECK 000001	OLG OWN O		FND-	CNTR-	-PROJECT	AMOUNT LIF 829.00 5 829.00
COM: DELL CPU HOLD M-CNTR								IOIAL	029.00
00033817 4110101 DESKTOP COMPUTER	J	BL5691		GX520	0191	4	33	G 07 010106	060117 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS	PO	NUM CHECK 000001	OLG OWN O		FND-	CNTR-	- PROJECT	AMOUNT LIF 829.00 5 829.00
COM: DELL CPU HOLD M-CNTR								TOTAL	829.00
00033819 4110101 DESKTOP COMPUTER	2	DL5691		GX520	0191	4	33	G 07 010106	062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS	PO	NUM CHECK 000001	OLG OWN O				-PROJECT TOTAL	829.00 5
COM: DELL CPU								IUIAL	829.00
00033821 4110101 DESKTOP COMPUTER	J	CL5691		GX520	0191	4	33	G 07 010106	062617 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS	PO 1	NUM CHECK	OLG OWN		FND-	CNTR	-PROJECT	AMOUNT LIF
COM: DELL CPU HOLD M-CNTR			000001	0				TOTAL	829.00 5 829.00
00033825 4110101 DESKTOP COMPUTER	Н	IDI-5691		GX520	0191	4	33	G 07 010106	062617 Y
VDR: V999999999 VENDOR PRIOR TO	O TERMS	PO	NUM CHECK	OLG OWN		FND-	CNTR-	-PROJECT	AMOUNT LIF
MFG: M000000138 DELL			000001	0				TOTAL	829.00 5 829.00
COM: DELL CPU									
00033827 4110101 DESKTOP COMPUTER	5	GL5691		GX520	0191	4	33	G 07 010106	052317 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000138 DELL	O TERMS	PO 1	NUM CHECK 000001	OLG OWN O					829.00 5
COM: DELL CPU HOLD M-CNTR								TOTAL	829.00

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	TERMS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIC REQ-01 SEQ-C	SERIES DN	PROCESSED- 07/17/17 PAGE- 22 TIME- 15:27
-FA NUM- CODECLASSIFICATIOND		WODFFFOC	ATTON CDATES I
00033830 4110101 DESKTOP COMPUTER	5CL5691	GX520 0191	4 33 G 07 010106 060117 Y
MFG: M000000138 DELL	00000	COLGOWN O	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU HOLD M-CNTR			
00033871 4110101 DESKTOP COMPUTER	9742K91	GX520 0191	4 33 E 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR T MFG: M00000138 DELL	O TERMS PO NUM CHECH 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 829.00 5 TOTAL 829.00
COM: DELL CPU			
00103405 4080100 TELEVISIONS	121-47160251	B32A24 0191	4 33 G 07 010195 060117 Y
VDR: V999999999 VENDOR PRIOR T MFG: M00000030 ZENITH	O TERMS PO NUM CHECH 000001	COLGOWN	FND-CNTR-PROJECTAMOUNT LIF 7 TOTAL .00
COM: ZENITH TV			IUIAL .00
00035740 4050000 AUDIO-VISUAL EQUIPMENT	A1SB14077	PV-DV1 0191	4 33C G 07 010110 060117 Y
VDR: V999999999 VENDOR PRIOR T MFG: M00000019 PANASONIC	O TERMS PO NUM CHECH 000001	COLGOWN	FND-CNTR-PROJECTAMOUNT LIF 7
COM: PANASONIC CAMCORD			TOTAL .00
00036974 4290200 MISC SHOP/VOC EQUIPMENT	NOT VISIBLE	3C1060 0191	4 33C E 07 051308 060117 Y
VDR: VH06760000 HAYES E-GOVERN	MENT RESOURCES PO NUM CHECH 173301 066419	(OLG OWN) O	FND-CNTR-PROJECTAMOUNT LIF 376-9001 841.75 7 TOTAL 841.75
COM: GTW CHASSIS 1PWR			TOTAL 841.75
00036976 4100000 COMMUNICATION EQUIPMENT	NOT VISIBLE	3C1060 0191	4 33C E 07 051308 060117 Y
VDR: VH06760000 HAYES E-GOVERN	MENT RESOURCES PO NUM CHECK 173301 066419	(OLG OWN) O	4 33C E 07 051308 060117 Y FND-CNTR-PROJECTAMOUNT LIF 376-9001 1,296.75 5 TOTAL 1,296.75
COM: NBX V3000 ANALOG SYS			101AL 1,296.75
00103528 4100000 COMMUNICATION EQUIPMENT	NOT VISIBLE	N/A 0191	4 33C G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR T	O TERMS PO NUM CHECH	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF
	00000	LO	5 TOTAL .00
COM: BAYNETWORKS			

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0191 ST. JOHN ELEMENTARY SCHOOL	S - FACILITY MANAGEMENT SE FIXED ASSET VERIFICATION REQ-01 SEQ-C	ERIES	PROCESSED- 07/17/17 PAGE- 23 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIP	TIONSERIAL NUMBER	MODELLOCATION NUMBER CNTR DP BLI	J CDATES T DG FM N DS ACQRED INVTRY DISPD G
00103529 4100000 COMMUNICATION EQUIPMENT	NOT VISIBLE	N/A 0191 4	33C G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERM	S PO NUM CHECK C	DLG OWN FND-	-CNTR-PROJECTAMOUNT LIF
	000001	0	5 TOTAL .00
COM: BAYNETWORKS			
00033812 4110101 DESKTOP COMPUTER	FFL5691	GX520 0191 4	43 G 07 010106 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERM MFG: M000000138 DELL	S PO NUM CHECK C 000001	DLG OWN FND-	-CNTR-PROJECTAMOUNT LIF 829.00 5
COM: DELL CPU	000001	0	TOTAL 829.00
00033941 4110101 DESKTOP COMPUTER	u210001	CY520 0101 4	44 C 07 010106 060117 V
VDR: V999999999 VENDOR PRIOR TO TERM MFG: M000000138 DELL	S PO NUM CHECK C 000001	DLG OWN FND- O	829.00 5
COM: DELL CPU			TOTAL 829.00
00027592 4090000 APPLIANCES	XE83825971	FLSE72 0191 98	01 G 07 010199 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERM	S PO NUM CHECK C	DLG OWN FND-	-CNTR-PROJECTAMOUNT LIF
	000001	0	880.00 7 TOTAL 880.00
COM: FRIGIDAIRE WASHER/DRYER			
00025156 4160001 PLAY PEN	N/V	N/V 0191 98	12 G 07 010100 060117 Y
VDR: V999999999 VENDOR PRIOR TO TERM		DLG OWN FND-	-CNTR-PROJECTAMOUNT LIF
		0	TOTAL .00
COM: PLAY PEN			
	BZZ8BG1		01 E 07 052008 062717 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK C 173824 000001	OLG OWN FND- 0 420-	-CNTR-PROJECTAMOUNT LIF -9001 795.10 5
COM: DELL CPU			TOTAL /95.10
	CNTR 0191 TC	DTAL 62 IT	EMS 43,415.54 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 0201 STEWART STREET ELEMENTARY	FACILITY MANAGEMENT XED ASSET VERIFICATI REQ-01 SEQ-C	C SERIES ION		PROCESSED- 07/1 TIME- 15:2	7/17 PAGE- 24 7
-FA NUM- CODECLASSIFICATIONDESCRIPTIC		MODEL	TOCALIO	N C	DATES
00032409 4050102 SMART BOARD	SB580-103494	N/A	0201 1	7 G 07 010105	050817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS			FND	-CNTR-PROJECT TOTAL	AMOUNT LIF 1,700.00 7 1,700.00
COM: SMART BOARD					
00100859 4080100 TELEVISIONS	821-64250044	A32B41	0201 1	7 G 07 010105	050817 Y
VDR: V99999999 VENDOR PRIOR TO TERMS MFG: M00000030 ZENITH COM: ZENNITH TV	PO NUM CHEC 00000	CK OLG OWN)1 O	FND	-CNTR-PROJECT TOTAL	/
COM: ZENNITH TV				IOIAD	.00
00037421 4110101 DESKTOP COMPUTER	CX410L1	GX760	0201 14	1 G 07 100909	050817 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177040	CK OLG OWN O	FND		5
COM: DELL CPU				TOTAL	.00
00039519 4200013 MILK BOX	10400672	F49Y1S	0201 2	43 G 07 090612	050717 Y
VDR: VC05590000 CENTRAL RESTAURANT PROD	DUCTS PO NUM CHEC 183458 08956	CK OLG OWN	FND 379	-CNTR-PROJECT -0201-0999 TOTAL CUR VALUE	AMOUNT LIF 2,758.48 10 2,758.48
COM: MILK BOX					
00037835 4110101 DESKTOP COMPUTER	7VD3HM1	GX780	0201 3	25 G 07 051210	050717 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177965 47440	CK OLG OWN	FND 420	-CNTR-PROJECT -0201-4226700 TOTAL	AMOUNT LIF 5 .00
COM: DELL CPU				IOIAL	.00
00040021 4110102 LAPTOP COMPUTER	8RC5BW1	E5530	0201 4	10 G 07 010913	050817 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 184212 01121	CK OLG OWN	FND 420	-CNTR-PROJECT -0201-4221230 TOTAL CUR VALUE	AMOUNT LIF 880.75 5
COM: DELL LAPTOP (CURLIE CLARY)				CUR VALUE	880.75 440 37
00033296 4110300 PRINTERS				CON THEOR	110.0,
	CNCB211538	1300		18 G 07 010108	
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000016 HEWLETT-PACKARD	CNCB211538		0201 4	18 G 07 010108	050817 Y

COM: HP LASERJET

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0201 STEWART STREET ELEMENTARY	FACILITY MANAGEMENT SERIES ED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 25 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00037422 4110101 DESKTOP COMPUTER	GW410L1 GX760	0201 4 18 G 07 100909 050817 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 177040 O	FND-CNTR-PROJECTAMOUNT LIF 378-9001-1109990 5 TOTAL .00
COM: DELL CPU		
00036657 4110300 PRINTERS	U61508J7J513832 MFC-84	0201 5 41 E 07 102407 050817 Y
VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHECK OLG OWN 172092 000001 O	110-0201 5
COM: BROTHERS COP/FX/SCN		TOTAL .00
00032460 4110101 DESKTOP COMPUTER	CFV1J41 GX270	0201 7 52 G 07 010105 050817 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	949.00 5
COM: DELL CPU		TOTAL 949.00
	CNTR 0201 TOTAL	10 ITEMS 6,288.23 COST

RPRT- M1B08 TER DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0211 JAMES A SHANKS MIDDLE SCHOOL	MS - FACILITY MANAGEMENT FIXED ASSET VERIFICATIC REQ-01 SEQ-C	SERIES DN	PROCESSED- 07/17/17 PAGE- 26 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRI		MODELI	OCATION CDATES T
00033607 4110101 DESKTOP COMPUTER	GSP4S71	GX280 0211	1 26 G 07 010106 053017 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL	MS PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU			101KH 1,200.00
00033305 4050100 PROJECTORS	FWDG4Y6888F	EMP-S1 0211	1 27 G 07 010106 052517 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000024 EPSON	MS PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 920.00 7 TOTAL 920.00
COM: EPSON PROJECTOR			101AL 920.00
00038144 4070000 SCANNER	206037	6130 0211	. 1 27 G 07 110310 052517 Y
VDR: VC00220000 CDW GOVERNMENT, INC	. PO NUM CHECK 179069 077285	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 432-9001-432260S 947.44 5
COM: FIJITSU SCANER/PRINTER			432-9001-432260S 947.44 5 TOTAL 947.44 CUR VALUE 63.15
00033731 4110101 DESKTOP COMPUTER	GTCSC81	GX520 0211	. 15 2 G 07 060106 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 829.00 75 TOTAL 829.00
COM: DELL CPU			
00021673 4080100 TELEVISIONS	204421192	F27201 0211	. 16 101 G 07 010104 052517 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M00000046 RCA	MS PO NUM CHECK 000001	COLGOWN	FND-CNTR-PROJECTAMOUNT LIF
COM: RCA TV			TOTAL .00
00033611 4110101 DESKTOP COMPUTER	1SD4S71	GX280 0211	. 16 104 G 07 010106 052517 Y
VDR: V999999999 VENDOR PRIOR TO TER MFG: M000000138 DELL	MS PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU			
00036649 4110300 PRINTERS	G7J488998	MFC-84 0211	. 16 105 E 07 102407 052517 Y
VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHECK 172092 000001	COLG OWN	- 16 105 E 07 102407 052517 Y FND-CNTR-PROJECTAMOUNT LIF 110-0211 5 TOTAL .00
COM. BROTHERS COP/FX/SCN			TOTAL .00

COM: BROTHERS COP/FX/SCN

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0211 JAMES A SHANKS MIDDLE SCHOOL	FACILITY MANAGEMENT S XED ASSET VERIFICATION REQ-01 SEQ-C	ERIES	PROCESSED- 07/17/17 PAGE- 27 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODELLOC	ATION CDATES T
			16 106 G 07 090209 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK 176705	OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 110-0245-1105320 773.41 5 TOTAL 773.41
COM: DELL CPU			
00037299 4110101 DESKTOP COMPUTER	9CX3VK1	GX760 0211	16 106 G 07 090209 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK 176705	OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 110-0245-1105320 773.41 5 TOTAL 773.41
COM: DELL CPU			
00037321 4110101 DESKTOP COMPUTER	F8B8VK1	GX760 0211	16 106 G 07 090809 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK 176706 071079	OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 420-0245-4216101 773.41 5 TOTAL 773.41
COM: DELL CPU			IOIAL //S.41
00033551 4110101 DESKTOP COMPUTER	BRP4871	GX280 0211	2 2 G 07 010106 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK 000001	OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU			101AL 1,200.00
00033612 4110101 DESKTOP COMPUTER	8YP4S71	GX280 0211	2 2 G 07 010106 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL		OLG OWN	FND-CNTR-PROJECTAMOUNT LIF 5
COM: DELL CPU			TOTAL .00
00033729 4110101 DESKTOP COMPUTER	7VCSC81	GX520 0211	2 2 G 07 010106 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL			FND-CNTR-PROJECTAMOUNT LIF 829.00 5
COM: DELL CPU			TOTAL 829.00
00036358 4110101 DESKTOP COMPUTER	J142HD1	GX745 0211	2 8 G 07 082807 091310 052517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M00000138 DELL			FND-CNTR-PROJECTAMOUNT LIF 420-0245 861.80 5
COM: DELL CPU			TUTAL 801.80

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0211 JAMES A SHANKS MIDDLE SCHOOL	FACILITY MANAGEMENT ED ASSET VERIFICATIC REQ-01 SEQ-C	SERIES DN		PRC	CESSED- 07/1 TIME- 15:2	7/17 PAGE- 28 7
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODEL	LOCAT	[ON	C	DATES T
00038275 4110101 DESKTOP COMPUTER	BTPKKN1	GX380	0211	2 8	G 07 112010	052517 Y
VDR: VD04220000 DELL MARKETING LP		COLGOWN 20	F1 42	ND-CNTF 20-0211	-PROJECT -432260S TOTAL	AMOUNT LIF 5 .00
COM: DELL CPU						
00034316 4110102 LAPTOP COMPUTER	4H6191JTSEB	BA124L	0211	31	E 07 010105	050412 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000002 APPLE COMPUTER	PO NUM CHECH 000001	KOLGOWN LO	F	ND-CNTF	-PROJECT TOTAL	AMOUNT LIF 1,066.00 5 1,066.00
COM: I-BOOK LAPTOP						_,
00034248 4110102 LAPTOP COMPUTER	4H6191F7SEB	BA124L	0211	3 14	E 07 010105	050412 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000002 APPLE COMPUTER	PO NUM CHECH 000001	KOLGOWN LO	F	ND-CNTE	R-PROJECT	AMOUNT LIF 1,066.00 5 1,066.00
COM: I-BOOK LAPTOP					IOIAH	1,000.00
00021664 4080100 TELEVISIONS	204427282	F27201	0211	3 20	G 07 010104	052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000046 RCA	PO NUM CHECH 000001	K OLG OWN L O	F	ND-CNTH		AMOUNT LIF 7 .00
COM: RCA TV					TOTAL	.00
00035061 4110101 DESKTOP COMPUTER	J8Z6L91	GX520	0211	3 22	G 07 010106	092109 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECE 000003	K OLG OWN 1 O	F	ND-CNTH		AMOUNT LIF 5 .00
COM: DELL CPU					IOIAL	.00
00102225 4090300 REFRIGERATOR	NOT VISIBLE	NOT VI	0211	3 22	G 07 010104	052517 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHECH 000001	K OLG OWN 1 O	F	ND-CNTI	R-PROJECT	/
COM: FRIGIDAIRE REFRIG.					TOTAL	.00
00033580 4110101 DESKTOP COMPUTER	HXP4S71	GX280	0211	3 25	G 07 010106	053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECI		F	ND-CNTI	R-PROJECT	AMOUNT LIF 1,200.00 5 1,200.00
COM: DELL CPU					10141	_,200.00

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0211 JAMES A SHANKS MIDDLE SCHOOL	FACILITY MANAGEMENT SERIES KED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 29 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL- NSERIAL NUMBER NUMBER	LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00033592 4110101 DESKTOP COMPUTER	HYC4S71 GX280	0211 3 25 G 07 010106 053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,200.00 5 TOTAL 1,200.00
COM: DELL CPU		101AL 17200.000
00034403 4110102 LAPTOP COMPUTER	4H6191YTSEB BA124L	0211 3 25 E 07 010105 050814 053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000002 APPLE COMPUTER	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,066.00 5 TOTAL 1,066.00
COM: I-BOOK LAPTOP		
00023836 4200011 DISHWASHER	NOT VISIBLE NOT VI	0211 5 7 G 07 010104 053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF
COM: CHAMPION DISHWASHER	000001 0	TOTAL .00
00034354 4110102 LAPTOP COMPUTER	4H6190UBSEB BA124L	0211 7 8 E 07 010105 053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000002 APPLE COMPUTER	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,066.00 5 TOTAL 1,066.00
COM: I-BOOK LAPTOP		
	BTPLKN1 GX380	0211 7 8 G 07 112010 053017 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 179070 077592 O	FND-CNTR-PROJECTAMOUNT LIF 420-0211-432260S 5 TOTAL .00
COM: DELL CPU		10141 .00
	CNTR 0211 TOTAL	26 ITEMS 16,971.47 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0231 CARTER PARRAMORE ACADEMY	FACILITY MANAGEMENT SERI ED ASSET VERIFICATION REQ-01 SEQ-C	ES	PROCESSED- 07/17/17 PAGE- 30 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODELLOCATION.	C $DATES T$
00036232 4050000 AUDIO-VISUAL EQUIPMENT	333357040 3	000AE 0231 1 2	20 E 07 071807 053017 Y
VDR: VF07550000 FLORIDA MICRO, LLC.	PO NUM CHECK OLG 170959 000001 O	G OWN FND-0 420-9	CNTR-PROJECTAMOUNT LIF 9001 619.33 7 TOTAL 619.33
		N 7 4 5 0 0 0 1 1 1	
00036691 4110101 DESKTOP COMPUTER			
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG 172376 000001 O	GOWN FND-0 376-0	CNTR-PROJECTAMOUNT LIF 0231 861.80 5 TOTAL 861.80
COM: DELL CPU			
00036695 4110101 DESKTOP COMPUTER	1BJV1F1 G	X745 0231 1 2	20 E 07 112707 053017 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG 172376 000001 O	GOWN FND-0 376-0	CNTR-PROJECTAMOUNT LIF 0231 861.60 5
COM: DELL CPU QPD 08003362			TOTAL 861.60
00036821 4110101 DESKTOP COMPUTER	3FJV1F1 G	x745 0231 1 2	G 07 112807 101509 053017 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG 172375 000001 O	GOWN FND-0 376-0	CNTR-PROJECTAMOUNT LIF 0231 861.80 5 TOTAL 861.80
COM: DELL CPU			101AL 061.00
00035384 4110101 DESKTOP COMPUTER			
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG 168925 000001 O	GOWN FND-0 420-0	CNTR-PROJECT AMOUNT LIF 0231 829.00 5 TOTAL 829.00
COM: DELL CPU			101AL 829.00
00036800 4110101 DESKTOP COMPUTER	HKJV1F1 G	X745 0231 1	G 07 112807 101509 060517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG 172375 000001 O	GOWN FND-0 376-0	CNTR-PROJECTAMOUNT LIF 0231 861.80 5
COM: DELL CPU			TOTAL 861.80
00037832 4110101 DESKTOP COMPUTER	F2510L1 G	X760 0231 1	36 G 07 110509 060517 Y
VDR: VD04220000 DELL MARKETING LP		COUN END	
COM: DELL CPU			TOTAL .00

	- FACILITY MANAGEMENT SH IXED ASSET VERIFICATION REQ-01 SEQ-C		PROCESSED- 07/ TIME- 15:	
-FA NUM- CODECLASSIFICATIONDESCRIPTI	ONSERIAL NUMBER		LOCATION C R DP BLDG FM N DS ACQRE	
00036621 4110300 PRINTERS	E7J437269	MFC-84 0231	1 1 46 E 07 10240	053017 Y
VDR: VP00095000 PC NATION MFG: M000000091 BROTHER'S	PO NUM CHECK (172092 000001		FND-CNTR-PROJECT 110-0231 TOTAL	AMOUNT LIF 5 .00
COM: BROTHERS COP/FX/SCN			IOIAL	.00
00033926 4110101 DESKTOP COMPUTER	521V091	GX520 0231	1 1 47 E 07 05100	060517 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK 0 000001		FND-CNTR-PROJECT TOTAL	AMOUNT LIF 849.00 5 849.00
COM: DELL CPU			IOIAL	049.00
	CNTR 0231 TO	OTAL	9 ITEMS	5,744.33 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0241 FLORIDA STATE HOSPITAL	FACILITY MANAGEMENT SERIES KED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 32 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL NSERIAL NUMBER NUMBER	LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00034715 4110300 PRINTERS	SG4B06105X C8137A	0241 125 E 07 010104 061217 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000016 HEWLETT-PACKARD	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: HP PRNTER		IOIAL .VV
00107138 4110300 PRINTERS	USCD090766 2100	0241 126 G 07 010104 061217 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000016 HEWLETT-PACKARD	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 567.00 5 TOTAL 567.00
COM: HP LASERJET		
00034720 4110101 DESKTOP COMPUTER	16B5481 GX280	0241 60 107 F 07 010105 061217 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,692.00 5 TOTAL 1,692.00
COM: DELL CPU		
00034723 4290200 MISC SHOP/VOC EQUIPMENT	31756393 N/A	0241 60 121 G 07 010103 061217 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF
COM: BRETFORD LCKD CABNET	000001 0	TOTAL .00
00036913 4110101 DESKTOP COMPUTER	47P42G1 GX755	0241 60 121A E 07 043008 061217 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 173565 000001 O	FND-CNTR-PROJECTAMOUNT LIF 110-0241 881.30 5 TOTAL 881.30
COM: DELL CPU		101112 001.00
	CNTR 0241 TOTAL	5 ITEMS 3,140.30 COST

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 0245 GADSDEN TECHNICAL INSTITUTE	TERMS - FACILITY MANAGE FIXED ASSET VERIFI REQ-01 SEQ-	CMENT SERIES CATION -C	PROCESSED- 07/17/17 TIME- 15:27	PAGE- 33
-FA NUM- CODECLASSIFICATIONDE		MODELL	OCATION CDA	TES T
00027267 4290200 MISC SHOP/VOC EQUIPMENT	NOT VISIBLE	NOT VI 0245	10 AUTO G 07 010199	052517 Y
VDR: V999999999 VENDOR PRIOR TO	D TERMS PO NUM	CHECK OLG OWN	FND-CNTR-PROJECT	
	(000001 0	TOTAL	.00
COM: TRANSMISSION JACK			10 1000 0 07 010100	050517 8
	NOT VISIBLE			
VDR: V999999999 VENDOR PRIOR TC	D TERMS PO NUM (CHECK OLG OWN)00001 O	2,	000.00 7
COM: AMMCO BRAKE MCH			TOTAL 2,	000.00
00200040 4290200 MISC SHOP/VOC EQUIPMENT	OACDC	DAILAR 0245	12 WELD G 07 010104 031	611 052517 Y
VDR: V999999999 VENDOR PRIOR TC MFG: M000000137 MILLER		CHECK OLG OWN 000001 O		800.00 7
COM: MILLER WEILDER			TOTAL 1,	800.00
00023189 4400200 MEDICAL EQUIPMENT		- 0245	12 21 G 07 010100 062	2311 052517 Y
VDR: V999999999 VENDOR PRIOR TC			FND-CNTR-PROJECT	
	(000001 0	TOTAL	.00 7
COM: FUTURO WHEELCHAIR				
	-		12 22 G 07 010100 062	
VDR: V999999999 VENDOR PRIOR TO		CHECK OLG OWN)00001 O	3,	,195.00 7
COM: TEXBU LINEN CARRIER			TOTAL 3,	,195.00
00101307 4080100 TELEVISIONS	52142440457	SR2568 0245	G 07 010103	052517 Y
VDR: V999999999 VENDOR PRIOR TO MFG: M000000030 ZENITH	D TERMS PO NUM	CHECK OLG OWN 000001 O		501.00 7
COM: ZENITH TV 25 (GEDT)			TOTAL	501.00
00100907 4160200 DESKS	N/A	CHERRY 0245	5 14 2 G 07 010102 053	3012 052517 Y
VDR: V999999999 VENDOR PRIOR TO	D TERMS PO NUM	CHECK OLG OWN	FND-CNTR-PROJECT	
	(000001 0	TOTAL	.00
COM: L-SHAPED DESK				

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 0245 GADSDEN TECHNICAL INSTITUTE	FACILITY MANAGEMENT KED ASSET VERIFICATIC REQ-01 SEQ-C	SERIES NN	PROCESSED- 07/17/17 PAGE- 34 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		MODELLO	CATION CDATES T
00100908 4160200 DESKS	N/A	CHERRY 0245	14 2 G 07 010102 053012 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 10 TOTAL .00
COM: DESK W/CREDENZA			10181 .00
00038754 4110101 DESKTOP COMPUTER	8W20HQ1	GX380 0245	14 30 G 07 060211 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK 180516 081834	COLG OWN	TOTAL 784.07
COM: DELL CPU			CUR VALUE 143.77
00036826 4050100 PROJECTORS	JWUF7X4984L	EMP-S5 0245	8 1A E 07 121107 052517 Y
VDR: V001030000 OFFICE DEPOT BSD#2767132 MFG: M000000024 EPSON	24 PO NUM CHECK 172364 000001	COLG OWN	FND-CNTR-PROJECTAMOUNT LIF 420-0245 7 TOTAL .00
COM: EPSON PROJECTOR (COSMO)			
00037310 4110101 DESKTOP COMPUTER	6BX3VK1	GX760 0245	8 1A G 07 090209 102009 052517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECH 176705	(OLG OWN O	FND-CNTR-PROJECTAMOUNT LIF 110-0245-1105320 773.41 5 TOTAL 773.41
COM: DELL CPU			IOIRD ,, St. II
00035008 4200400 BARBERING/COSMO EQP	JA0303692	PACIFI 0245	9 3A E 07 091006 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECH 000001	KOLGOWN O	2,200,00 10
COM: PACIFIC SPA			TOTAL 2,200.00 CUR VALUE 256.67
00035009 4200400 BARBERING/COSMO EQP	-	- 0245	9 3A E 07 091006 052517 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHECH 000001	KOLGOWN LO	10
COM: PACIFIC SPA CHAIR			TOTAL .00
00035010 4200400 BARBERING/COSMO EQP	NOT VISIBLE	NOT VI 0245	9 3A E 07 091006 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS		K OLG OWN	FND-CNTR-PROJECTAMOUNT LIF 10
COM. PACIFIC SPA CHAIR			TOTAL .00

COM: PACIFIC SPA CHAIR

	FACILITY MANAGEMENT SER ED ASSET VERIFICATION REQ-01 SEQ-C	IES PR	DCESSED- 07/17/17 PAGE- 35 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION			- C DATES T M N DS ACQRED INVTRY DISPD G
00037481 4130000 CUSTODIAL/MAINTENANCE EQUIPMENT	10480917	2500 0245 9 3A	G 07 110109 062311 052517 Y
VDR: VH12740000 HD SPLY FACIL MAINT, LTD	PO NUM CHECK OL 176422 071101 O		R-PROJECTAMOUNT LIF 5-1109990 7 TOTAL .00
COM: PRESSURE WASHER			
00100386 4090300 REFRIGERATOR	BA90708224	MRT15C 0245 9 3A	G 07 010102 062311 052517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OL 000001 O		R-PROJECTAMOUNT LIF
COM: FRIGIDAIRE REFRIG			TOTAL .00
	CNTR 0245 TOT	AL 16 ITEMS	11,253.48 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT XED ASSET VERIFICATI REQ-01 SEQ-C	SERIES	PROCESSED- 07/17/17 PAGE- TIME- 15:27	36
-FA NUM- CODECLASSIFICATIONDESCRIPTIC		MODEL	LOCATION CDATES	- T
00038442 4110101 DESKTOP COMPUTER	BSWJKN1	GX380	9001 G 07 112010 05231	7 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC	K OLG OWN	FND-CNTR-PROJECTAMOUNT LI	F
	179070 07759	02 0	420-0171-4212691 TOTAL .00	5
COM: DELL CPU WAREHOUSE				
00040351 4110101 DESKTOP COMPUTER	DZQXSW1	3010	9001 G 07 041713 06011	7 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 184430 09374	CK OLG OWN	FND-CNTR-PROJECTAMOUNT LI 420-0091-4221230 TOTAL .00	F 5
COM: DELL CPU WAREHOUSE				
00034870 4110101 DESKTOP COMPUTER	D58TK91	GX620	9001 MX 17 G 07 010106 082609 06291	7 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHEC 00000	CK OLG OWN	FND-CNTR-PROJECTAMOUNT LI 1,108.00 TOTAL 1,108.00	F 5
COM: DELL CPU			101KB 1,100.00	
0041433 4110101 DESKTOP COMPUTER	34726	3020	9001 MX 23 G 07 041014 05231	7 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 186277	CK OLG OWN O	FND-CNTR-PROJECTAMOUNT LI 420-0071-4221240 TOTAL .00	5
COM: DELL 3020 (LOBBY)			101111 .00	
00041433 4110101 DESKTOP COMPUTER	2T8NH02	3020	9001 MX 23 G 07 041014 05231	7 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 186277	CK OLG OWN O	FND-CNTR-PROJECTAMOUNT LI 420-0071-4221240 TOTAL .00	5
COM: DELL 3020 (LOBBY)				
00100201 4160300 TABLES	N/A	N/A	9001 MX 31 F 07 010190 05231	7 Y
VDR: V99999999 VENDOR PRIOR TO TERMS	PO NUM CHEC	CK OLG OWN	FND-CNTR-PROJECTAMOUNT LI 898.00 1 TOTAL 898.00	F O
COM: 12 OVAL CONF. TABLE			101AL 898.00	
00038698 4080101 MONITOR	74445-135-B1LL	A03	9001 MX 38 G 07 050311 06071	7 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 180443 08118	CK OLG OWN 33 O	9001 MX 38 G 07 050311 06071 FND-CNTR-PROJECTAMOUNT LI 420-9001-4221212 TOTAL .00	F 5
COM: DELL MONNITOR			IOTAL .00	

COM: DELL MONNITOR

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT XED ASSET VERIFICATI REQ-01 SEQ-C	SERIES ON	PROCESSED- 07/17/17 PAGE- 37 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIC	NSERIAL NUMBER	MODEL NUMBER	LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00039294 4110102 LAPTOP COMPUTER	JDH06S1	E5520	9001 MX 38 G 07 052412 062517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 182584 08758	K OLG OWN 0 O	FND-CNTR-PROJECTAMOUNT LIF 420-9001-4212610 980.39 5 TOTAL 980.39 CUR VALUE 359.46
COM: DELL LAPTOP (DIONNE NELLONS)ETO			CUR VALUE 359.46
00034889 4110101 DESKTOP COMPUTER	N/A	OAK	9001 MX 39 G 07 010199 060717 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 714.00 5 TOTAL 714.00
COM: CPU DESK			101AL /14.00
00037839 4110101 DESKTOP COMPUTER	9WD3HM1	GX780	9001 MX 42 G 07 051210 062517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177965 74740	K OLG OWN 5 O	FND-CNTR-PROJECTAMOUNT LIF 420-0231-4226700 5 TOTAL .00
COM: DELL CPU			IOIAL .00
00040002 4110102 LAPTOP COMPUTER	CRC5BW1	E5530	9001 MX 42 G 07 011513 062917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 184149 09220	K OLG OWN 2 O	9001 MX 42 G 07 011513 062917 Y FND-CNTR-PROJECTAMOUNT LIF 420-9001-4226330 880.75 5 TOTAL 880.75 CUR VALUE 440.37
COM: DELL LAPTOP (KESANDRA HARRIS)			CUR VALUE 440.37
			9001 MX 42 G 07 042699 083109 062517 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000002096 IBM	PO NUM CHEC 00000	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 597.00 7 TOTAL 597.00
COM: IBM WHEELWRITER			101KL 397.00
00034787 4110300 PRINTERS	SG26H412CD	135	9001 MX 42A G 07 010102 062517 Y
VDR: V99999999 VENDOR PRIOR TO TERMS MFG: M000000016 HEWLETT-PACKARD	PO NUM CHEC	K OLG OWN 1 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: HP OFCJET PRNT			TOTAL .00
00037842 4110101 DESKTOP COMPUTER	FVD3HM1	GX780	9001 MX 42A G 07 051210 062517 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHEC 177965 74740	K OLG OWN 5 O	FND-CNTR-PROJECTAMOUNT LIF 420-9001-4226700 5 TOTAL .00
COM DELL CPU			IOIAL .00

RPRT- M1B08 TERMS - 1 DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIXI LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT S ED ASSET VERIFICATION REQ-01 SEQ-C	ERIES		PRO	CESSED- 07/17 TIME- 15:27	2/17 PAGE- 38
-FA NUM- CODECLASSIFICATIONDESCRIPTION						-DATES T INVTRY DISPD G
00038752 4110102 LAPTOP COMPUTER	41Y7HQ1	E4200	9001	MX 45	G 07 060111	052617 Y
VDR: VD04220000 DELL MARKETING LP COM: DELL LAPTOP (ROSALYN SMITH)	PO NUM CHECK 180555 081834	OLG OWN O	F 1	ND-CNTR 10-9001 C	-PROJECT -1109990 TOTAL UR VALUE	AMOUNT LIF 2,352.80 5 2,352.80 431.36
00039298 4110102 LAPTOP COMPUTER	JDGT5S1	E5520				
VDR: VD04220000 DELL MARKETING LP COM: DELL LAPTOP (ROSALYN SMITH)ETO			F	ND-CNTR	-PROJECT	AMOUNT LIF 980.39 5 980.39 359.46
00040132 4110106 IPAD	SDMPK2288DFHW	960LL				
VDR: VA10350000 APPLE COMPUTER INC	PO NUM CHECK 184289 092431	OLG OWN O	F 4	ND-CNTR 20-9001	-PROJECT -4221230 TOTAL	AMOUNT LIF 5 .00
COM: IPAD (ROSALYN SMITH)						050 (4 7)
	W89491ZX5RU					
VDR: VA10350000 APPLE COMPUTER INC	PO NUM CHECK 177334 072560	OLG OWN O	F 4	ND-CNTR 20-9001	-9ROJECT -4222402 TOTAL	AMOUNT LIF 2,496.95 5 2,496.95
COM: IMAC27" MONITOR					101112	_,
00040139 4110106 IPAD	SDMPK25A0DFHW	960LL	9001	MX 60	G 07 012913	052817 Y
VDR: VA10350000 APPLE COMPUTER INC	PO NUM CHECK 184289 092431	OLG OWN O	F 4	ND-CNTR 20 - 9001	-PROJECT	AMOUNT LIF 5 .00
COM: IPAD (PINK HIGHTOWER)					IOTAL	.00
00035400 4110102 LAPTOP COMPUTER	2VN86C1	D520	9001	MX 61	E 07 010106	052317 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK	OLG OWN	F	ND-CNTR	-PROJECT	AMOUNT LIF
COM: DELL LAPTOP (ISSAC SIMMONS)	000001	0			TOTAL	.00
	HVC5BW1	E5530	9001	MX 64	G 07 010913	062517 Y
			F			AMOUNT ITE
VDR: VD04220000 DELL MARKETING LP COM: DELL LAPTOP (JOANETTE THOMAS)	184212 011213	0	4	20-9001 C	-4221230 TOTAL CUR VALUE	880.75 880.75 440.37

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT SERIES KED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 39 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL-	LOCATION CDATES T
00034855 4110101 DESKTOP COMPUTER	9GMNJ91 GX620	9001 MX 71 G 07 010107 082709 062817 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,650.00 5 TOTAL 1,650.00
COM: DELL CPU		
00037126 4110101 DESKTOP COMPUTER		
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 175421 000001 O	FND-CNTR-PROJECTAMOUNT LIF 420-0245 854.06 5 TOTAL 854.06
COM: DELL CPU		
00039619 4110101 DESKTOP COMPUTER	HYKV4V1 GX390	9001 MX 72 G 07 080612 062717 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 182661 088588 O	FND-CNTR-PROJECTAMOUNT LIF 420-0071-4221220 5 TOTAL .00
COM: DELL CPU 390		
00036165 4110101 DESKTOP COMPUTER	DVXJ4D1 GX745	9001 MX 77 G 07 010108 082609 062917 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,001.00 5 TOTAL 1,001.00
COM: DELL CPU		
00036489 4110101 DESKTOP COMPUTER	5CS4MD1 GX745	9001 MX 77 E 07 082807 061615 062917 Y
VDR: VD04220000 DELL MARKETING LP MFG: M00000138 DELL	PO NUM CHECK OLG OWN 171601 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0101 861.80 5 TOTAL 861.80
COM: DELL CPU		
00036545 4110101 DESKTOP COMPUTER		
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 171729 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0171 861.80 5 TOTAL 861.80
COM: DELL CPU (HOLD JOHN)		
00036698 4110101 DESKTOP COMPUTER		
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 172376 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0231 861.80 5 TOTAL 861.80
COM: DELL CPU		

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT SERIES KED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 40 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL NSERIAL NUMBER NUMBER	DOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00036721 4110101 DESKTOP COMPUTER	7DJV1F1 GX745	9001 MX 77 E 07 112707 060613 062917 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 172376 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0231 861.80 5 TOTAL 861.80
COM: DELL CPU (HOLD JOHN)		
00036742 4110101 DESKTOP COMPUTER		
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 172376 000001 O	FND-CNTR-PROJECT AM OUNT LIF 376-0101 861.80 5 TOTAL 861.80
COM: 17LL CPU		
00036760 4110101 DESKTOP COMPUTER	8R3V1F1 GX745	9001 MX 77 E 07 112807 061615 062917 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 172376 000001 O	FND-CNTR-PROJECTAMOUNT LIF 376-0101 861.80 5 TOTAL 861.80
COM: DELL CPO		
00037424 4110101 DESKTOP COMPUTER	71FQDK1 GX760	9001 MX 77 G 07 100909 062917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 177040 O	FND-CNTR-PROJECTAMOUNT LIF 378-0201-1109990 5 TOTAL .00
COM: DELL CPU		
00037762 4110101 DESKTOP COMPUTER	JCMD5M1 GX780	9001 MX 77 G 07 040510 062917 Y
VDR: VD04200000 DELL ELECTRONICS, INC.	PO NUM CHECK OLG OWN 177795 074288 O	FND-CNTR-PROJECTAMOUNT LIF 420-9026-1105610 827.76 5 TOTAL 827.76
COM: DELL CPU (HOLD J. THOMAS)		
	92Y0GQ1 GX380	
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 179975 O	FND-CNTR-PROJECTAMOUNT LIF 420-0245-4216111 5 TOTAL .00
COM: DELL CPU		
00037383 4110101 DESKTOP COMPUTER	84QSDK1 GX760	9001 MX 78 G 07 100909 062517 Y
VDR: VD04220000 DELL MARKETING LP		
COM: DELL CPU		

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RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT SERIES KED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 41 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION	MODEL· NUMBER NUMBER	CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
00039548 4110102 LAPTOP COMPUTER		
VDR: VD04220000 DELL MARKETING LP		FND-CNTR-PROJECTAMOUNT LIF 379-9001-0999 1,147.64 5 TOTAL 1,147.64 CUR VALUE 439.93
COM: DELL DESKTOP		CUR VALUE 439.93
00039299 4110102 LAPTOP COMPUTER	JDGY5S1 E5520	9001 MX 79 G 07 052412 062917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 182613 087580 O	FND-CNTR-PROJECTAMOUNT LIF 420-9001-4212610 980.39 5 TOTAL 980.39 CUR VALUE 359.46
COM: DELL LAPTOP		CUR VALUE 359.46
		9001 MX 80 G 07 100909 062917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 177040 071368 O	FND-CNTR-PROJECTAMOUNT LIF 378-0201-1109990 5 TOTAL .00
COM: DELL CPU		
00032907 4110102 LAPTOP COMPUTER	HXYD861 D-505	9001 MX 84 E 07 010104 062417 Y
		FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: DELL LAPTOP (DIST SUPPLY)		IUIAL .00
00036237 4100000 COMMUNICATION EQUIPMENT	FOC1111U0TC 500G	9001 99 38 E 07 072307 052717 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000124 CISCO	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 853.85 5 TOTAL 853.85
COM: CISCO - BREAK ROOM		101AL 855.05
00037431 4110101 DESKTOP COMPUTER	71FPDK1 GX760	9001 99 38 G 07 100909 062917 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK OLG OWN 177040 O	FND-CNTR-PROJECTAMOUNT LIF 378-0201-1109990 5 TOTAL .00
COM: DELL CPU		TOTAL .00
00100373 4330000 TYPEWRITERS	1000	9001 99 38A F 07 010103 042110 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000002096 IBM	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 515.00 7 TOTAL 515.00
COM. IBM WHEELWRITTER		TOTUD 213.00

COM: IBM WHEELWRITER

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 42 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	MODEL NSERIAL NUMBER NUMBER	LOCATION CDATES T CNTR DP BLDG FM N DS ACQRED INVTRY DISPD G
03464942 4110101 DESKTOP COMPUTER	39889 GX620	9001 99 38A G 07 041506 042110 052617 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,573.00 5 TOTAL 1,573.00 CUP VALUE ,573.00
COM: DELL CPU		CUR VALUE 629.20
00034644 4160200 DESKS	N/A N/A	9001 99 38B G 07 080103 042110 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 595.00 10 TOTAL 595.00
COM: CREDENZA		
	MY37KC13GJ 2410	
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000016 HEWLETT-PACKARD	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF
COM: HPPRINTER SCN/FX		TOTAL .00
00036110 4110101 DESKTOP COMPUTER	FYZ14D1 GX745	9001 99 38C G 07 062607 083109 052717 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 170883 000001 O	FND-CNTR-PROJECTAMOUNT LIF 110-9001 941.00 5 TOTAL 941.00
COM: DELL CPU		
00034643 4160200 DESKS	N/A N/A	9001 99 38E G 07 010102 042110 052717 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 10 TOTAL .00
COM: L-SHAPE DESK		
00034647 4160200 DESKS	N/A N/A	9001 99 38E G 07 080103 042110 052717 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 586.95 10 TOTAL 586.95
COM: EXEC. DESK		
00034648 4060100 FILES AND CABINETS	N/A N/A	9001 99 38F G 07 080103 042110 052717 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 609.00 10 TOTAL 609.00
COM: CABNET		

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	1S - FACILITY MANAGEMENT SERIES FIXED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 43 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIF	MODEL	LOCATION CDATES T
00015255 4050107 AUDIOMETER	29267 MA19	9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERM	1S PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 7 TOTAL .00
COM: MAICO HERING		
00016163 4050107 AUDIOMETER	2065 MA27	9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERM	IS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 895.00 7 TOTAL 895.00
COM: BELTONE AUDIOMETER		
	NOT VISIBLE 119	
VDR: V999999999 VENDOR PRIOR TO TERM	1S PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 895.00 7 TOTAL 895.00
COM: BELTONE AUDIOMETER (WILTON)		
00033004 4050107 AUDIOMETER	10K6476 SCOUT	9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERM	IS PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 7
COM: BELTONE AUDIOMETER (JUSTINA WI)	LIAMS)	TOTAL .00
00033005 4050107 AUDIOMETER	6475 MA27	9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERM	AS PO NUM CHECK OLG OWN	FND-CNTR-PROJECTAMOUNT LIF
	000001 0	895.00 7 TOTAL 895.00
COM: BELTONE AUDIOMETER		
00034612 4050107 AUDIOMETER		9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TERM	1S PO NUM CHECK OLG OWN 000001 O	7
COM: BELTONE AUDIOMETER		TOTAL .00
00034613 4050107 AUDIOMETER		9001 99 62 F 07 010199 052617 Y
VDR: V999999999 VENDOR PRIOR TO TER	AS PO NUM CHECK OLG OWN	FND-CNTR-PROJECTAMOUNT LIF
	000001 0	7 TOTAL .00
COM: BELTONE AUDIOMETER (HILLISON)		

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FI LOCN- 9001 GADSDEN COUNTY PUBLIC SCHOOLS	FACILITY MANAGEMENT SE XED ASSET VERIFICATION REQ-01 SEQ-C	CRIES	PROCESSED- 07/17/1 TIME- 15:27	7 PAGE- 44
-FA NUM- CODECLASSIFICATIONDESCRIPTIO			BLDG FM N DS ACQRED IN	
00035923 4110101 DESKTOP COMPUTER	5NPRYC1	GX745 9001	99 62 E 07 052107 07	0810 061317 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK O 170563 000001	OLG OWN H	ND-CNTR-PROJECT	-AMOUNT LIF 845.00 5 845.00
COM: DELL CPU			IOIKL	045.00
00036931 4100000 COMMUNICATION EQUIPMENT	YEEF8GK972900	3CR175 9001	99 62 G 07 051308 09	1409 062817 Y
VDR: VH06760000 HAYES E-GOVERNMENT RESO	URCES PO NUM CHECK O 173301 066419	DLG OWN H	ND-CNTR-PROJECT 1 TOTAL 1	-AMOUNT LIF ,166.75 5 ,166.75
COM: 3COM SWITCH - BREAK ROOM				,
00100166 4050107 AUDIOMETER	12B1824	119 9001	99 62 G 07 010199	052617 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK O	DLG OWN H	FND-CNTR-PROJECT	-AMOUNT LIF
COM: BELTONE AUDIOMETER (JOY)	000001	0	TOTAL	895.00
	SG06U1310J	12200 9001	99 62 P 07 010199	052617 V
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M00000016 HEWLETT-PACKARD	PO NUM CHECK O 000001	OLG OWN I	ND-CNTR-PROJECT	-AMOUNT LIF 579.00 5
COM: HP PRINTER - (SUBER)			TOTAL	579.00
00034666 4330000 TYPEWRITERS	11XXC977	1500 9001	99 68 G 07 010199	052917 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000002096 IBM	PO NUM CHECK O 000001	DLG OWN H	FND-CNTR-PROJECT	-AMOUNT LIF 575.00 7 575.00
COM: IBM WHEEWRITER (PERSONNEL BLDG)			TOTAL	575.00
	CNTR 9001 TO	DTAL 61	ITEMS 35	,940.23 COST

	FACILITY MANAGEMENT ED ASSET VERIFICATIO REQ-01 SEQ-C		PROCESSED- 07/1 TIME- 15:2	
-FA NUM- CODECLASSIFICATIONDESCRIPTION	SERIAL NUMBER		LOCATION C	
	SERVICE NOTEER	HOLIDBIC		
00036681 4110102 LAPTOP COMPUTER	BQ8FXD1	830	9004 1C E 07 103007	060717 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL COM: DELL LAPTOP (MELANIE DAVIS)	PO NUM CHECK 171952 000001		FND-CNTR-PROJECT 376-9004 TOTAL	AMOUNT LIF 1,298.00 5 1,298.00
00037985 4110101 DESKTOP COMPUTER	G54X6N1	E550	9004 2 G 07 091510	060717 Y
VDR: VD04220000 DELL MARKETING LP	PO NUM CHECK 020229	OLG OWN O	FND-CNTR-PROJECT 410-9004-0750 TOTAL	1,137.29 5 1,137.29
COM: DELL LAPTOP (PAULA MILTON)			CUR VALUE	37.91
	CNTR 9004	TOTAL	2 ITEMS	2,435.29 COST

	FACILITY MANAGEMENT SERIES XED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 46 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		OCATION CDATES T DP BLDG FM N DS ACQRED INVTRY DISPD G
00037972 4110300 PRINTERS	94F22NB X55DTN 9020	4 1B G 07 083010 050817 Y
VDR: VC00220000 CDW GOVERNMENT, INC.	PO NUM CHECK OLG OWN 178734 077579 O	FND-CNTR-PROJECTAMOUNT LIF 378-9020-0999 1,054.87 5 TOTAL 1,054.87
COM: LEXMARK PRINTER		CUR VALUE 17.59
	CNTR 9020 TOTAL	1 ITEMS 1,054.87 COST

RPRT- M1B08 TERMS - DIST- 20 GADSDEN COUNTY SCHOOL BOARD FIX LOCN- 9026 HEAD START/PK SB GADSDEN CO	FACILITY MANAGEMENT SERIES ED ASSET VERIFICATION REQ-01 SEQ-C	PROCESSED- 07/17/17 PAGE- 47 TIME- 15:27
-FA NUM- CODECLASSIFICATIONDESCRIPTION		
00034629 4110300 PRINTERS	MY5B9110T1 9800	9026 14 G 07 010105 053117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000016 HEWLETT-PACKARD	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: HP DESKJET PRINTER		
		9026 16 G 07 102406 053117 Y
VDR: VD04220000 DELL MARKETING LP MFG: M000000138 DELL	PO NUM CHECK OLG OWN 167915 000001 O	FND-CNTR-PROJECTAMOUNT LIF 110-9026 826.00 5 TOTAL 826.00
00034616 4110101 DESKTOP COMPUTER		
VDR: V999999999 VENDOR PRIOR TO TERMS MFG: M000000138 DELL	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 1,300.00 5 TOTAL 1,300.00
COM: DELL CPU		
		9026 24 G 07 010104 053117 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OLG OWN 000001 O	FND-CNTR-PROJECTAMOUNT LIF 5 TOTAL .00
COM: PICTBRIDGE FX/SCN		
		9026 28 G 07 012913 053117 Y
VDR: VA10350000 APPLE COMPUTER INC	PO NUM CHECK OLG OWN 184289 092431 O	FND-CNTR-PROJECTAMOUNT LIF 420-9026-4221230 5 TOTAL .00
COM: IPAD		
		9026 33 G 07 040510 053117 Y
VDR: VD04200000 DELL ELECTRONICS, INC.	PO NUM CHECK OLG OWN 177795 074288 O	FND-CNTR-PROJECTAMOUNT LIF 420-9026-4210951 827.76 5 TOTAL 827.76
COM: DELL CPU		
		9026 5 22 G 07 040510 053117 053117 Y
VDR: VD04200000 DELL ELECTRONICS, INC.	PO NUM CHECK OLG OWN 177795 074288 O	FND-CNTR-PROJECTAMOUNT LIF 420-9026-4210951 827.76 5 TOTAL 827.76
COM: DELL CPU		
	CNTR 9026 TOTAL	7 ITEMS 3,781.52 COST

RPRT- M1B08 TERMS DIST- 20 GADSDEN COUNTY SCHOOL BOARD LOCN- 9027 ESOL-SCHL BD OF GADSDEN CO	S - FACILITY MANAGEMENT FIXED ASSET VERIFICATI REQ-01 SEQ-C		PROCESSED- 07/1 TIME- 15:2	
-FA NUM- CODECLASSIFICATIONDESCRIPT	TIONSERIAL NUMBER		OCATION C DP BLDG FM N DS ACQREI	
00036145 4110102 LAPTOP COMPUTER	L3NT417	768 9027	5 20 G 07 07110	7 050914 050317 Y
VDR: VC00220000 CDW GOVERNMENT, INC.	PO NUM CHEC 170527 00000		FND-CNTR-PROJECT 420-9027 TOTAL	AMOUNT LIF 1,283.00 5 1,283.00
COM: LENOVO LAPTOP				_, _,
	CNTR 9027	TOTAL	1 ITEMS	1,283.00 COST

	FACILITY MANAGEMENT SER XED ASSET VERIFICATION REQ-01 SEQ-C	RIES PROCESSED- 07/ TIME- 15:	
		MODELLOCATION C	
-FA NUM- CODECLASSIFICATIONDESCRIPTIO	NSERIAL NUMBER	NUMBER CNTR DP BLDG FM N DS ACQRE	D INVTRY DISPD G
00200151 4090300 REFRIGERATOR	NOT VISIBLE	NOT VI 9106 2 1A G 07 01019	9 060717 Y
VDR: V999999999 VENDOR PRIOR TO TERMS	PO NUM CHECK OL 000001 O		AMOUNT LIF
COM: TAPPAN REFRIG	000001 0	TOTAL	.00
	CNTR 9106 TOT	TAL 1 ITEMS	.00 COST

RPRT- M1B08 DIST- 20 GADSDEN COUNTY SCHOOL BOARD		MANAGEMENT S VERIFICATION SEQ-C		PROCESSED- 07 TIME- 15	/17/17 PAGE- 50 :27
-FA NUM- CODECLASSIFICATION	-DESCRIPTIONSERIA	AL NUMBER	NUMBER CNTR D	P BLDG FM N DS ACQR	
	F	REQ 01 T	OTAL 26	9 ITEMS	172,291.54 COST

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: July 25, 2017

TITLE OF AGENDA ITEM: Approval of 2017-2018 Code of Student Conduct

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested for the revision of the 2017-2018 Code of Student Conduct as required by School Board Policy 5500.

NOTE: The Code of Student Conduct will be an electronic version on the School Board's website.

FUND SOURCE:N/AAMOUNT:N/APREPARED BY:Pink Hightower, Ph.D.POSITION:Area Director for Support Services

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 Public Schools

2017-2018 STUDENT CODE OF CONDUCT

ROGER P. MILTON

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

AUDREY 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 TYRONE D. SMITH DISTRICT NO. 5 QUINCY, FL 32353

Board Approved 00/00/0000

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THE SCHOOL BOARD OF GADSDEN COUNTY



35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.gcps.k12.fl.us

Roger P. Milton Superintendent miltonr@gcpsmail.com

"Putting Children First"

SUPERINTENDENT'S MESSAGE

In order for the Gadsden County School District to perform effectively, it 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 that 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 Pre-k -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 <u>http://www.flsenate.gov/statutes.</u>

The administrators and school personnel will continue to promote and maintain the kind of leadership 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. We want to ensure that each student will have positive experiences in a safe, nurturing learning environment.

Respectfully yours,

Roger P. Milton

Superintendent of Schools

RPM:jb

AUDREY 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 TYRONE D. SMITH DISTRICT NO. 5 QUINCY, FL 32353

JURISDICTION OF THE SCHOOL BOARD

The <u>Code of Student Conduct</u> and the <u>Positive Student Management Discipline Plan</u> 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 principal; and each such student shall, during the time he/she is of the school at public expense, or is presumed by law to be attending school, be under the control and direction of the principal or teacher 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 <u>Code of Student Conduct</u> 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 2017-2018 SCHOOL TERM

ATTENDANCE (NOTE: THIS LANGUAGE IS NOT

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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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 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 <u>Student Declaration of Intent</u> to <u>Terminate School Enrollment</u> 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.
- <u>Excused Absence for Religious Holidays:</u> 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.
- <u>Permissible Absence (Excused)</u>: 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 ealendar days.
- 3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
- 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.
- 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 prearranged 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 in 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.



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decision.

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 <u>Student</u> <u>Declaration of Intent to</u> <u>Terminate</u> <u>School</u> <u>Enrollment</u> 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.
- After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
- 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.
- 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 <u>bandannas</u>, 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.
- 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.
- 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 <u>enrolled in a high school</u> 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. WIRELESS COMMUNICATION DEVICES NOTE: NOT NEW LANGUAGE, JUST MOVEE FROM THE BACK OF THE DOCUMENT

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.

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IX. 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.

X. 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.
- 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.

XI. 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.

XII. 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.
- To become knowledgeable of School Board and individual school policies governing the actions of students.
- 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.

XIII. 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.

- 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.
 - 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
 - Test scores
 - School and vocational plans
 - 5. Honors and school activities

- 6. Reports of special classes required by law
- 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 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 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:

4.

- 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.
- 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.
- Persons requiring information for the purpose of donating money for tuition and other related expenses
- 1. 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
- 1. 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.

XIV. 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:

- 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 statue, 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

D.

- 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
 - 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.
 - 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 includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees.

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

- 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;
 - 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.

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:

Unwanted teasing;

- 2. Social Exclusion;
- Threatening;
- 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.
- 14. Private humiliation
- 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;
 - 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.

Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

- 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;
 - 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

C.

- 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.
 - The School District prohibits the bullying of any student or school employee:
 - a. During any educational program or activity conducted by Gadsden County Schools District;
 - b. during any school-related or school-sponsored program or activity or on a Gadsden County school bus;
 - c. 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.
 - d. 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.
 - e. 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

D.

- 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.
 - 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.
 - 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. Receiving Reports of an Acts 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.
- 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.
- 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.

The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at a school bus stop.

- 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:
 - 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

- 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 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.
 - 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
 - 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.
 - 3. The policy includes, but not limited to, student behavioral assemblies, Parent Teacher Meetings, Pre-Planning, Staff Awareness Training, grade level meetings with students on identifying, preventing, and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. These programs/trainings are available, but not limited to:
 - a. Students
 - b. Parents
 - c. Teachers
 - d. School administrators
 - e. Counseling staff
 - f. School volunteers
- 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.

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.

<u>Denial of Participation in Extracurricular Activities</u> - 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).

<u>Humiliation</u> - 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.

<u>Expulsion</u> - 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			
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*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

- 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.

CLASS III	GROUP B	MAJOR OFFENSES

- 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.

CLASS III

GROUP C

MAJOR OFFENSES

ZERO TOLERANCE OFFENSES

REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT. Florida Statue: 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.

The zero tolerance policy requires students found to have committed one of the following offenses to 2. 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

3.

- 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 <u>will</u> 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
 - 1. 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.)

 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)).

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.
- 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

- 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 schoolsponsored 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) schools 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 <u>after proper notification</u>.

*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.
- 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)
- 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 <u>must</u> be present when the case goes before the School Board .

CORPORAL PUNISHMENT

Corporal punishment is prohibited.

REASONABLE FORCE

Florida Statue 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 <u>Code of Student Conduct</u>, 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.
- 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 <u>obtain a certified officer and a certified</u> <u>drug-sniffing dog</u>, 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. However, students' that have written permission from a parent/guardian and the request has been approved by the principal or designee may be transported to an alternate stop provided the bus has sufficient occupancy. 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

- Ist 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.

GLOSSARY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property, including school buses.

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 work 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;
- 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. <u>791.01(4)(a)</u>; 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. <u>552.241</u>;

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, schoolsponsored 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:

- 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, including bus seats and buses, 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

Gadsden Public School District Declaration of Intent to Terminate School Enrollment



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.

Roger P. Milton, Superintendent of Schools 35 Martin Luther King, Jr. Boulevard Quincy, Florida 32351 Phone: (850) 627-9651 Fax: (850) 627-2760

Florida Department o Exit Interview Stud	
School Name	School District
Student Name	Student DOB
Grade Level	Date
Directions: Please circle the response that best describes you experience in the space provided.	ur experience or provide a description of your
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
1. Suspended from school often	S. Other
J. Expelled from school	
2. Which of the following best describes your secondary reaso	on 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	ol? (Circle all that apply.)
 A. Opportunities for real-world learning (internships, servi B. Better teachers 	ice learning)
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	
 Less freedom and more supervision from school officia 	lls
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)

- 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:	ent Signature:		Date:		
Parent/Guardian Sign	ature:			Date:	
(if student is under 18					
School Personnel Sig	nature:			Date:	
Optional:					
	t level of education	completed by yo	ur maternal p	arent/guardian? (circle	e one)
	t level of education Middle School	completed by yo High School	ur maternal p College	earent/guardian? (circle Graduate School	e one) Unknown
1. What is the highest Elementary	Middle School	High School	College		Unknown

Florida Department of Education Exit Interview (Designated School Personnel)
ool guidance counselor or other school personnel:
School District
Withdrawal date: _/_/_
Student ID#
School Transcript (Please Attach)
n the student is terminating school enrollment? (check one)
g Marriage Employment
ict Parenting Suspended too often
Illness Homeless
MigrantTruancy/Absenteeism
ExpelledFailed to pass FCAT
Intimidated/Threatened/Bullied
rnative program prior to withdrawal from school? Yes No
native program available? Yes No
e alternative program?
individual counseling prior to this meeting? Yes No
ing made available to the student? Yes No
en convened on the student's behalf? Yes No
he interventions taken by the child study team.
in school sponsored extracurricular activities? Yes No
in school sponsored extracumental activities.
IEP or Section 504 Accommodation Plan? Yes No
any remediation services in the past two (2) years? Yes No cribe the remediation services?
ber of days the student was absent over the past two (2) years? Year 2
Year 2

How many unexcused absences or tardiac has the student assumption of	
How many unexcused absences or tardies has the student accumulated over the past two years? Unexcused Absences: Year 1	
	_
Unexcused Tardies: Year 1 Year 2	_
What interventions did the school attempt in response to unexcused absences or tardinesses of enrolled?	the student while
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 require taking GED exam.	ements before
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 If yes, provide the date of parent notification.	No
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-timeEmployed part-timeUnemployedUnknown				
Education status:				
Working on GEDEarned GEDEnrolled 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 SuccessfulContact Unsuccessful				
Employment status:				
Employed full-timeEmployed part-timeUnemployedUnknown				
Education status:				
Working on GEDEarned GEDEnrolled 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: <u>www.ncjrs.org/ojjhome.htm</u>

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: <u>www.nsscl.org</u>

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

Gadsden County School District BULLYING AND HARASSMENT FINAL REPORT FORM

School Personnel Completing Form:		Position:
Today's date: / / / / Year	_ School	:
Name of Person Who Reported the Incident (From	Reporting	Form):
Date of Initial Report: Telephone:		E-mail:
		pecify)
Written Report (form) Verbal Report		line Report Anonymous Report
1. Name of alleged victim:		Male/ Female: Grade:Age:
(Please print)		Race: Disabled
		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)
		the second
		□Yes □No
(Please print)		
 Parents/legal guardians of all involved were notified What actions were taken to investigate this incident 		e investigation was initiated. Date Method
		Interviewed alleged victim's parent/guardian Date
 Interviewed alleged victim Date Interviewed alleged offender(s) Date 		Interviewed alleged offender's parent/guardian Date
Interviewed witnesses Date		Examined physical evidence
Witness statements collected in writing		Conducted student record review (for past incidents, etc
Reviewed any medical information available		Obtained copy of police report
 Interviewed teachers/relevant school staff Date 		Other (specify)
5. Nature of Incident: Possible reasons/alleged motive	es for the	e bullying incident (choose all that apply – be specific)
Because of race		Because of physical appearance
Because of national origin		To impress others
Because of marital status		Just to be mean
Because of gender		Past conflicts
Because of gender identity Because of religion		Retaliation
 Because of religion Because of disability 		Because of another reason (specify): The reason is unknown
 Because of disability 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

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 Emotional/psychological harm or discomfort Absenteeism Damage to reputation and/or relationships Other (specify) 	⊡No
11. What corrective actions were taken in this case?	
Unsubstantiated Parent contact Student conference Student warning Withdrawal of privileges Detention – How many days In-school suspension – How many days Counseling: Details Other:	Substantiated – Level III Parent contact Behavior/No Contact contract Suspension from bus – How many days In-school suspension – How many days Out-of-school suspension - How many days Referral to law enforcement Counseling: Details Other (specify)
12. What actions were taken in this case to protect the victim (ch and unsubstantiated incidents)?	oose all that apply in both cases of substantiated
 Safety plan in place Monitoring situation Schedule change Transportation supervision Recommended staff the victim can go to if they feel unsafe 13. Parents/legal guardians of all involved were notified that the involved were notified that the involved were notified that the involved informed of the investigation outcome and the action Informed : By Phone In Parent Conference 15. Additional pertinent information gained during investigation 	e Dy Letter
(Attach a separate shee	et if necessary)
16. Physical evidence collected:(Attach a separate sheet)	et if necessary)
This allegation is: Substantiated \Box	Unsubstantiated 🗆
17. Entered into district discipline system: Yes No <u>Substantiated</u> BUL – Bullying or HAR – Harassment UBL – Uns If unsubstantiated as bullying and/or harassment, what was the i	Unsubstantiated substantiated Bullying or UHR – Unsubstantiated Harassment
Intimidation/Threats, Verbal Confrontation, Unauthorized Use of Te	
Investigator Signature:	

Bullying or Harassment Reporting Form (Rev. 5/13)

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

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?_____

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)	SEX	GRADE	
VICTIM'S NAME (last, first, middle)	SEX	GRADE	
ACCUSOR'S NAME (last, first, middle)	SEX	GRADE	
SCHOOL SITE (or site where incident occurred)	HOME SCHOOL	/DEPT. OF VICTIM	
PRINCIPAL/ADMINISTRATOR	INCIDI /	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

Name of person receiving Bullying Complaint Form

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!

Date

Date
CLASSROOM BEHAVIOR MANAGEMENT FORM FOR MINOR OFFENSES IN K-12 SCHOOLS

STUDENT	I.D.		DATE	
TEACHER	SUBJECT		PERIOD	
CIRCLE IF APPLICABLE TO S	TUDENT:	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: FORMAL TEACHER/STUDENT CONFERENCE A was held on at (TIME) (DATE) 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: Unfavorable Favorable 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: No reaction Positive Neutral 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

Student #	Student name	Da	ite Tim	e	Officer #	Reported by	Locati
ncident Codes:	_		Please check the appropri			on/category if needed	
AR Arson			FR Failure to Repo		Contraction and Contraction of the Contraction		
AS Assault, Per			HA Harassment, P	150			
	sing/ Possession		HP Horse-playing,	1000			
BA Battery, Per					Clothing/Gesture/Lang	uage	
	Entering/Burglary		12 Indecent Expose LS Leaving Schoo		A stinitu/Close		
	Cyber/Physical/Verbal				operty, School/Student		
DE Defiance/D 1D Disruptive,	The second second because		SX Sexual, Act/Ac	1. S	·		
	on Campus/Major		SG Stolen Goods,	0.			
DI Driving Infr			T1Threat, Property				
	/Sale/Possession		TL Theft, Personne				
	Device, School/Bus		TO Tobacco, Using			Sand .	
EX Extortion	501100, 5011001 505		TP Trespassing on				
FI Instigating a	Fight		VA Vandalism				
FO Fighting			WF Weapon, Poss	ession/Us	e		
etailed Information:			Weapon: Description				
A. More Ser	ious B. Less Serious		# of weapons	<u> </u>			
Drugs: M- Mari			Student in possession of v	- veapon(s)	Yes No		
Contraction of the second s	ported to Law Enforcement:		Student arrested: Yes	1000000	2009		
omments:				/			-,
Comments:		\rightarrow	\nearrow				_
Comments:							_
	-						
Parental Contact	Personal Contact	Phone Messa			Communication		
arental Contact	_	Phone Messa					
arental Contact arent Notification: ame of Parent/Gua	_	Phone Messa					
arental Contact arent Notification: ame of Parent/Gua	_	Phone Messa					
Parental Contact arent Notification: Jame of Parent/Gua	_	<u> </u>					
Parental Contact arent Notification: ame of Parent/Gua lotes:	rdian:	<u> </u>	ge Phone:		Communication		
Parental Contact arent Notification: ame of Parent/Gua iotes: dministrative Di 	rdian:	Administra	ge Phone: tive Use Only				
Parental Contact arent Notification: ame of Parent/Gua lotes: administrative Di BR Bus Susper BS Ban from S	rdian: sposition: Ision chool Activities	Administra DJ Placed in Time-Ou DK Require Restitutio	ge tive Use Only tit on		Communication DS Saturday Detentic _EX Recommending E	Expulsion	
arental Contact arent Notification: ame of Parent/Gua otes: dministrative Di BR Bus Susper BS Ban from S DA Changed A	rdian:	Administra DJ Placed in Time-Ou DK Require Restitutio DN Assigned Detenti	ge tive Use Only tit on		Communication Communication DS Saturday Detentio EX Recommending F IS In-School Suspens	Expulsion	
arental Contact arent Notification: ame of Parent/Gua otes: dministrative Di 	rdian:	Administra DJ Placed in Time-Ou DK Require Restitutio	ge Phone: tive Use Only ttop Only ttop Only		Communication DS Saturday Detentic _EX Recommending E	Expulsion ion nent	
arental Contact arent Notification: fame of Parent/Gua fotes: BR Bus Susper BS Ban from S DA Changed A DG Referred to DH Conference	rdian:	Administra DJ Placed in Time-Ou DK Require Restitutio DN Assigned Detenti DO Work Detail DP Parent Conference	ge Phone: tive Use Only ttop Only ttop Only	Written	Communication DS Saturday Detentio EX Recommending E IS In-School Suspens LP Alternative Placet OS Suspension from	Expulsion ion nent School	
arental Contact arent Notification: fame of Parent/Gua fotes: BR Bus Susper BS Ban from S DA Changed A DG Referred to DH Conference Sumber of Days:	rdian:	Administra DJ Placed in Time-Ou DK Require Restituti DN Assigned Detenti DO Work Detail DP Parent Conference Beginning Date:	ge Phone: tive Use Only ti on on e:	Written	Communication DS Saturday Detentio EX Recommending E IS In-School Suspens LP Alternative Place	Expulsion ion nent School	
Parental Contact Parent Notification: Name of Parent/Gua Notes: BR Bus Susper BS Ban from S DA Changed A DG Referred to DH Conference Sumber of Days:	rdian:	Administra DJ Placed in Time-Ou DK Require Restitutio DN Assigned Detenti DO Work Detail DP Parent Conference	ge Phone: tive Use Only ti on on e:	Written	Communication DS Saturday Detentio EX Recommending E IS In-School Suspens LP Alternative Placet OS Suspension from	Expulsion ion ment School	

tion by:		Date:	Time:	Witness:
ncipal / Asst pr	incipal / Dean:			
	Copies: White-Parents	Canary-Teacher	Pink-Office	Gold-Bus Driver
			\sim	
			\sim	

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

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 o	f 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 2017-2018

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 2017-2018 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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: _____ July 25, 2017

TITLE OF AGENDA ITEM: Approval of job descriptions

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval of job descriptions is requested.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Je J. Milton

_____Number of ORIGINAL SIGNATURES NEEDED by preparer. SUPERINTENDENT'S SIGNATURE: page(s) numbered ______ CHAIRMAN'S SIGNATURE: page(s) numbered ______ REVIEWED BY:

JOB DESCRIPTION

ASSISTANT DIRECTOR OF FINANCE

QUALIFICATIONS:

- (1) Bachelor's degree in accounting, business, management or a related field.
- (2) Minimum of three (3) years of experience in school finance, auditing, administration, or public budgeting
- (3) Experience in using computer equipment and in determining needs for continuing software development.

KNOWLEDGE, SKILLS AND ABILITIES:

- (1) Ability to read and interpret Internal Revenue Service rules, retirement regulations, and related rules and regulations relating to payroll preparation
- (2) Ability to read and interpret State Board rules, School Board policies and appropriate state and federal statutes
- (3) Knowledge of general accounting principles and cash control standards
- (4) Knowledge of and skill in spreadsheets and other mainframe applications
- (5) Ability to work independently
- (6) Effective oral and written communication skills
- (7) Possesses good computational skills

REPORTS TO:

Director of Finance

JOB GOAL

To provide payroll and accounting services to all district schools and departments in the most accurate, efficient and timely manner.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Serves as Finance Department's point of contact for relationship with the Florida Department of Education
- (2) Monitors and prepares reports regarding payroll processing

Assistant Director of Finance (continued)

- (3) Assists in the preparation of W-2s, 1099s, and the central payroll records and supporting documents
- (4) Assists in the processing and accounting for payroll deductions for all insurance, income protection, tax sheltered annuities, dues, charitable contributions, and the cafeteria plan
- (5) Responsible for coordinating requests by auditors in a timely and efficient manner
- (6) Inputs general ledger entries to record revenue and expenditures and the accompanying necessary journal entries
- (7) Assists the Director of Finance in the development and preparation of the annual school district budget and the Superintendent's annual financial report as well as the annual cost report
- (8) Perform other duties as assigned

Employee Qualities/Responsibilities

- (9) Maintains confidentiality regarding all matters related to assignment
- (10) Participates in workshops and training sessions as required
- (11) Maintains work area in a safe and secure manner
- (12) Provides for positive communication among staff
- (13) Models and maintains high ethical standards
- (14) Follows attendance and proper dress rules as required

- (15)Ensures that School Board policies and governmental regulations are consistently applied to assignment
- (16) Assists and/or direct the investigation of errors and complaints
- (17) Assists the Director of Financer with required reports

JOB DESCRIPTION

RADIO DISPATCHER/CLERICAL ASSISTANT

QUALIFICATIONS:

- 1) High School Diploma or Equivalent
- 2) Training or experience in radio dispatching and clerical work
- 3) Computer literate
- 4) Experience as a school bus driver (preferred)

KNOWLEDGE, SKILLS AND ABILITIES

- 1) Knowledge and skill in office practices
- 2) Operating knowledge of a school bus
- 3) Working knowledge of rules and regulations of school bus operations
- 4) Knowledge of district's topography
- 5) Knowledge of safety precautions relating to transporting students
- 6) Excellent oral communication skills
- 7) Ability to work well with others

REPORTS TO:

Director of Transportation

JOB GOAL To help ensure that the district's Department of Transportation operates in a safe and efficient.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Light work. Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOPYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- 1) Receive all complaint calls and transfer them to the director for resolution
- 2) Respond to telephone call related to bus routing
- 3) Receive calls from staff regarding their absence and respond as needed
- 4) Monitor radios and gather information regarding accidents, problems on school buses
- 5) Respond to driver requests during bus transportation hours
- 6) Assist in maintaining records and reports related to:
 - Driver physical examinations required by FLDOE
 - Driver required training
 - Substitute Driver List
 - FLDOE reports
 - Bus driver and bus attendant absences
 - Extra duty assigned
 - Leave of absences

Employee Qualities / Responsibilities

- 7) Work cooperatively with others
- 8) Interact with the public in a courteous and helpful manner
- 9) Maintain good attendance and punctuality
- 10) Use effective interpersonal communication skills
- 11) Display appropriate work ethic
- 12) Follow transportation policies and procedures
- 13) Maintain a positive relationship with bus drivers and staff

- 14) Communicate routinely and effectively with the Director of Transportation
- 15) Perform other duties as required

JOB DESCRIPTION

HEAD GROUNDSKEEPER

QUALIFICATIONS:

- (1) High School Diploma or equivalent
- (2) Eight (8) years' experience in grounds maintenance with (2) years in a supervisory capacity
- (3) Florida Commercial Driver's License (CDL) or a current out of state equivalent license with the ability to obtain a Florida license within 6 months

KNOWLEDGE, SKILLS AND ABILITIES:

- (1) Ability to read, write and speak English (Fluent in Spanish is an advantage)
- (2) Ability to work independently and as a team member
- (3) The ability to follow written and oral instruction
- (4) Ability to generate, receive and complete work orders
- (5) Ability to organize and assign work to be completed based on established routines and deadlines
- (6) Knowledge of, and skill in the use of all tools of the trade
- (7) Ability to respond to questions, resolve problems, and provide technical and other assistance to staff in the completion of their assigned tasks

REPORTS TO:

Director of Facilities

JOB GOAL

To maintain the facility grounds of the District in good condition and to provide safe, healthy and attractive facilities for employees and students

SUPERVISES:

Groundskeeper

PHYSICAL REQUIREMENTS:

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently Extensive walking and standing all the time, position requires mobility, occasionally climbs, crawls, stoops, or otherwise works in an awkward position, lifting or moving heavy parcels, machines, and equipment up to 40 pounds on a regular basis. Manual dexterity and coordination are required in over 50% of the work period while operating various types of equipment and frequent daily exposure to one or more disagreeable conditions, such as outdoor weather, undesirable cleaning or repair assignments, and herbicides/fertilizers.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

HEAD GROUNDSKEEPER (Continued)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Daily maintenance and upkeep of grounds equipment
- (2) Keep all GCSB grounds well-manicured including but not limited to mowing, weeding all areas not accessible by a mower, edging sidewalks and curbs, keeping fence lines clear of growth, trimming hedges and mulching flower beds.
- (3) Work with outside contractors as needed
- (4) Assist other tradesmen as required
- (5) Maintain records and make reports as required.
- (6) Maintain inventory of supplies and equipment
- (7) Acquire needed materials and supplies consistent with district purchasing requirements
- (8) Assist other tradesmen as required.

Employee Qualities/Responsibilities

- (9) Working knowledge of lawn maintenance techniques
- (10) Follows District policies and procedures
- (11) Works independently or as a team member
- (12) Interacts positively with school and maintenance personnel
- (13) Reports to work punctually and regularly
- (14) Displays appropriate work ethic

- (15)Communicates well with supervisor (s)
- (16) Maintains a positive working relationship with outside vendors
- (17) Performs other duties as assigned.

JOB DESCRIPTION

GROUNDSKEEPER

QUALIFICATIONS:

- (1) High School Diploma or its equivalent
- (2) Florida Driver's License or a current out of state license with the ability to obtain a Florida license within 6 months. (A Commercial Driver's License [CDL] is preferred)
- (3) Experience in grounds maintenance preferred

KNOWLEDGE, SKILLS AND ABILITIES:

- (1) Possess a working knowledge of lawn maintenance techniques
- (2) Ability to work independently
- (3) Ability to follow written and oral instructions
- (4) Ability to generate, receive and complete work orders
- (5) To have a working knowledge of and the skill to use all tools of the trade
- (6) Ability to respond to questions and resolve problems

REPORTS TO:

Head Groundskeeper

JOB GOAL

To maintain the facility grounds in the District in good condition and provide safe, healthy and attractive facilities for employees and students.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently Extensive walking and standing all the time, position requires mobility, occasionally climbs, crawls, stoops, or otherwise works in an awkward position, lifting or moving heavy parcels, machines, and equipment up to 40 pounds on a regular basis. Manual dexterity and coordination are required in over 50% of the work period while operating various types of equipment and frequent daily exposure to one or more disagreeable conditions, such as outdoor weather, undesirable cleaning or repair assignments, and herbicides/fertilizers.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

GROUNDSKEEPER (Continued)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Daily maintenance and upkeep of grounds equipment
- (2) Keep all GCSB grounds well-manicured including but not limited to mowing, weeding all areas not accessible by a mower, edging sidewalks and curbs, keeping fence lines clear of growth, trimming hedges and mulching flower beds.
- (3) Work with outside contractors as needed
- (4) Assist other tradesmen as required

Employee Qualities/Responsibilities

- (5) Follows District policies and procedures.
- (6) Works independently and as a team member
- (7) Interacts positively with school and maintenance personnel
- (8) Reports to work punctually and regularly.
- (9) Displays appropriate work ethic
- (10) Communicates well with others and exhibit excellent interpersonal skills

System Support

(11) Perform other duties as assigned.

TRANSPORTATION FTE SYSTEM SUPPORT SPECIALIST

QUALIFICATIONS:

- (1) Bachelor's Degree from an accredited educational institution in any field
- (2) Experience in bookkeeping and finance
- (3) Experience in student database data entry

KNOWLEDGE, SKILLS AND ABILITIES:

- (1) Knowledge of School Board policy, state and federal laws, rules and regulations regarding student transportation FEFP
- (2) Ability to use current computer technology to maintain records and obtain data and information as it applies to the position's job responsibilities including word processing and spreadsheets
- (3) Ability to draw conclusions and make decisions based on relevant information
- (4) Ability to organize, plan and prioritize work in a logical sequential manner
- (5) Ability to work with diverse groups, and communicate effectively, both orally and in writing
- (6) Ability to demonstrate considerable interpersonal skills

REPORTS TO:

Director of Transportation

JOB GOAL

To collect and compile FEFP data for student transportation and to appropriate costs for additional transportation to the responsible parties for remittal to district.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Light work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel

Transportation FTE System Support Specialist - continued

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Prepare or oversee the preparation of FTE reports and any other required reports and maintain appropriate and accurate FTE records for auditing purposes
- (2) Create, distribute and collect student bus transportation rosters to and from bus drivers and/or bus attendants for each FTE reporting period
- (3) Create and maintain a database for tracking transportation services in order to procure payment to the district for transportation services rendered for school extracurricular activities, federal programs and other users of transportation services
- (4) Keep well-informed of current trends and best practices in areas of responsibility
- (5) Maintain expertise in assigned areas to fulfill job goals and objectives
- (6) Assist with developing, entering and maintaining updated route information as required
- (7) Respond to inquiries or concerns in a timely manner
- (8) Keep supervisor informed of potential problems/issues or unusual events
- (9) Disseminate information to appropriate personnel as needed
- (10) Attend training sessions, conferences and workshops to keep abreast of current practices, programs and legal issues as requested by the Director of Transportation

Employee Qualities / Responsibilities

- (11) Be self-directed and demonstrate initiative in the performance of assigned responsibility
- (12) Model and maintain high ethical standards
- (13) Adhere to high standards of punctuality, attendance and appropriate dress
- (14) Exhibit interpersonal skills in order to work as an effective team member
- (15) Represent the district consistently in a positive and professional manner
- (16) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action
- (17) Set high standards and expectations for self and others
- (18) Use appropriate styles and methods to motivate, gain commitment and facilitate accurate FTE ridership count.

- (19) Demonstrate support for the School District and its goals and priorities
- (20) Maintain confidentiality regarding school matters
- (21) Perform other duties as assigned