

AGENDA

REGULAR SCHOOL BOARD MEETING

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

January 26, 2021

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 ATTACHMENTS**

- a. December 15, 2020, 4:30 p.m. – School Board Workshop
- b. December 15, 2020, 6:00 p.m. – Regular 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 #4**

- a. Personnel 2020 – 2021

ACTION REQUESTED: The Superintendent recommends approval.

- b. Extension of COVID-19 Leave – **SEE PAGE #6**

Fund Source: General Fund
Amount: Based on Utilization

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. SubAward Agreement between County of Gadsden Board of Public Education and Florida Gulf Coast University Board of Trustees - **SEE PAGE #8**

Fund Source: N/A
Amount: \$23,507.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Exceptional Student Education Policies and Procedures (SP&P) - **SEE PAGE #16**
Fund Source: IDEA
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- c. Request Approval to Purchase Document Management System - **SEE PAGE #176**
Fund Source: Project Restart Grant
Amount: \$81,453.00 (Cost breakdown: \$57,453 for 3 years of service, then the cost becomes \$19,151.00 in year four (4), \$24,000 is a one-time fee for 120 hours of Training.
ACTION REQUESTED: The Superintendent recommends approval.
- 8. STUDENT MATTERS – **SEE ATTACHMENT**
 - a. Student Expulsion – See back-up material
Case #11-2021-0051
ACTION REQUESTED: The Superintendent recommends approval.
- 9. SCHOOL FACILITY / PROPERTY
 - a. Board Consideration for the Sale of 852 Lincoln Drive - **SEE PAGE #230**
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- 10. EDUCATIONAL ISSUES
 - a. Rename Parent Services – **SEE PAGE #243**
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- 11. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS
 - a. Pre-Kindergarten Program Specialist Job Description – **SEE PAGE #244**
Fund Source: Head Start
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

12. FACILITIES UPDATE
13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
14. SCHOOL BOARD REQUESTS AND CONCERNS
15. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY

6a



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

Elijah Key
Superintendent
keye@gcpsmail.com

“Putting Children First”

January 26, 2021

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 2020-2021

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of January 26, 2021.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees January 2021</u>
Classroom Teachers and Other Certified	120 & 130	356.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	380.00
		<u>790.00</u>

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

Cathy S. Johnson
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Leroy McMillan.
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

Karema D. Dudley
DISTRICT NO. 5
Quincy, FL 32351

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

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Davis, Jasmine	WGMS	Teacher	01/12/2021
McMillan, Brittany	WGMS	Guidance Counselor	12/14/2020
Snelling, Tiani	GWM	Teacher	01/04/2021

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Brown, Jamecia	Transportation	Bus Driver	12/14/2020
Farmer, Erica	Head Start	Coor., PK Disability Transition	12/14/2020
Johnson, Charsie	Head Start	Hippy Program Assistant	01/04/2021
Shaw, Ahmiyah	HMS	Education Paraprofessional	12/14/2020

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

LEAVE

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Allridge, Ashley	SSES	12/17/2020	01/22/2021
Brincefield, Ashley	GCHS	12/14/2020	02/18/2021
Gilcrease, Shakiriya	Head Start	12/14/2020	02/01/2021
Griffin, Beverly	CES	01/04/2021	06/23/2021
Hightower, Richard	GCHS	12/01/2020	06/23/2021
Mitchell, Lakeisha	SSES	01/04/2021	03/03/2021
Munroe, Chenell	Transportation	12/14/2020	02/01/2021
Robinson, Dominga	GCHS	01/04/2020	05/07/2021

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Amin, Roshni	GCHS	Guidance Counselor	01/08/2021
Culler, Brianna	GCHS	Teacher	12/11/2020
Holston, Johnathan	JASMS	Teacher	12/18/2020
Keaton, Denisha	GWM	Teacher	12/18/2020
Munroe, Pinky	HMS	Custodial Assistant	12/15/2020
Salem, Oksana	WGMS	Teacher	12/18/2020
Sierra, Estefany	WGMS	Education Paraprofessional	12/18/2020
Snelling, Tiani*	GWM	Education Paraprofessional	12/18/2020

*Resigned to accept another position within the District

RETIREMENT

<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Chambers, Lynne	Teacher	01/07/2021

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Franklin, Stone	WGMS/Teacher	GCHS/Teacher	01/04/2021
Shannon, Keysha	JASMS/Custodial Assistant	HMS/Custodial Assistant	01/11/2021



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

Elijah Key
Superintendent
keye@gcpsmail.com

“Putting Children First”

DATE January 15, 2021
TO: Gadsden County School Board Members
FROM: ~~Elijah Key~~
Superintendent of Schools
SUBJECT: Extension of the Families First Coronavirus Response Act (FFCRA)

Greetings Gadsden County School Board Members,

The Gadsden County School District is assessing the option to extend the COVID-19 Families First Coronavirus Response Act (FFCRA) through March 31, 2021, even though the new pandemic relief bill passed by Congress last month no longer requires employers to offer this assistance.

We would like to continue to voluntarily provide two weeks of paid leave to workers who become sick with COVID-19. As a district, we are devoted to supporting our employees through these challenging times. We will continue to follow the district’s current guideline to apply for COVID-19 leave. If the COVID-19 leave has already been used, personal/sick leave must be utilized. If the employee has not used the COVID-19 leave and need to use it due to contracting the virus, it will still be available for their use until March 31, 2021. The employee must submit supporting documentation from a physician or the health department and must include the specific dates of quarantine. All documentation must be submitted to the Human Resources Department.

Cathy S. Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

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

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

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

Karema D. Dudley
DISTRICT NO. 5
QUINCY, FL 32351

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

HR-02-2021

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: **January 26, 2021**

TITLE OF AGENDA ITEM SUBAWARD AGREEMENT between County of Gadsden Board of Public Education and Florida Gulf Coast University Board of Trustees

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 Grant is awarded to our School District to provide support with Professional Development targeting improved outcomes for Students with Disabilities. This Grant Funds the research-based Strategic Instruction Model. This program is designed to increase student engagement and Student achievement.

SOURCE: N/A

AMOUNT: \$23,507.00

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: _____

Handwritten initials

Research Subcontract Amendment

Subcontract No. ORGS-21021-GCSD-004 ("Subcontract")

Under Florida Department of Education ("Prime Sponsor") Prime Contract No. Award #361-1708A-1C001 ("Prime Contract")

Prime Contractor ("Contractor") Name: Florida Gulf Coast University Board of Trustees Address: 10501 FGCU Blvd South, Fort Myers, FL 33965-6565 DUNS: 834477051	Subcontractor ("Subcontractor") Name: Gadsden County Schools Address: 35 Martin Luther King Blvd, Quincy, FL 32351 DUNS:
Prime Contractor PI Name: Mrs. Margaret Sullivan	Subcontractor PI Name: Sharon Thomas
Amendment Effective Date: October 1, 2020	Amendment No.: 3, Year 4

Amendment(s) to Original Terms and Conditions

1. Funding in the amount of \$23,507 for Year 4 as detailed in the attached budget (Attachment 1) and Spending Guidelines as detailed in Attachment 2. No carryover is permitted.
2. Subaward period of performance for Year 4 is October 1, 2020 to September 30, 2021.
3. Invoicing/Reporting can be not less than monthly, but at least quarterly with final invoice and report due by October 30, 2021.
4. All other terms and conditions of Subaward Agreement 17083-GCSD-01, 19060-17083-GCSD-01, and 20000-GCSD-03 remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representative of the Parties have entered into this Subcontract as of the date of the last signature set forth below:

Contractor Signature

Subcontractor Signature

Name: Tachung Yih, Ph.D.
Title: Associate Vice President for Research
Date:

Name:
Title: Superintendent, Gadsden County Schools
Date:

SPDG TOTAL BUDGET

District:	Gadsden	
Budget Year:	2020-2021	
Funding Category		
Check & Connect		# of C&C Schools: 0
Substitute	\$	-
Travel	\$	-
PD for Personnel	\$	-
Coordinator Supplements	\$	-
Mentor Supplies	\$	-
Additional Expenses	\$	-
C&C Sub Total	\$	-
Strategic Instruction Model (SIM)		# of SIM Schools: 2
Total Printing & Supplies:	\$	1,800.00
Ongoing PD	\$	-
Facilitated Planning	\$	5,400.00
Travel	\$	1,059.45
PD for Personnel	\$	11,840.00
Coordinator Supplements	\$	2,000.00
Additional Expenses	\$	-
SIM Sub Total	\$	22,099.45
District Capacity Coach (DCC)		
DCC Buy Out	\$	-
Travel for DCC	\$	-
PD for Capacity Coach	\$	680.00
DCC Sub Total	\$	680.00
Total:	\$	22,779.45
Restricted Indirect:	\$	726.66
Restricted Indirect Rate (%):		3.19%
Link for current approved district restricted indirect: http://www.fldoe.org/finance/comptroller/indirect-cost-rates2021.stml		
Grand Total:	\$	23,507
<p align="center">*Please Note: Grand Total is rounded up for contractual purposes.*</p> <p align="right">Only update these numbers <input type="text"/></p>		



Florida State Personnel Development Grant (SPDG) 2017-2022

District Implementation Team Funding Guidelines

Purpose: Florida's State Personnel Development Grant (SPDG) was developed to improve outcomes for students with disabilities, specifically to increase student proficiency rates, graduation rates and decrease dropout rates.

The initiatives supported by the SPDG, Strategic Instruction Model (SIM) and Check and Connect (C&C) are evidence based strategies that have proven highly effective with all students. While the priority of the grant targets results for students with disabilities, there will be incidental benefit to non-ESE students. The guidelines set out below will assist the district implementation teams in developing a budget for supporting implementation of SIM or C&C.

The focus of the Florida SPDG is to build the internal capacity of districts and schools to implement and sustain the evidence validated practices of C&C and SIM. Successful implementation of these practices results in successful student outcomes. The grant purpose is not to provide material supports to individual students; it is to ensure personnel are receiving effective professional development and coaching to implement the SIM or C&C with fidelity. All funds must be used solely for activities and deliverables that directly support the accomplishment of the program purposes, priorities and expected outcomes.

FL SPDG has attempted to support districts in removing barriers to implementation such as providing access to training materials and supplies necessary for implementation. In the case of SIM instructional practices, there are very specific supplies needed by implementing teachers, which are not typically widely available in schools. In addition, access to efficient data systems or software such as GIST for SIM and/or the C&C app are appropriate, as they are critical supports for implementation fidelity. There are no supplies necessary to implement C&C. Some materials may be justified for *augmenting* C&C implementation, however, many common requests such as incentives, supplies, backpacks, lanyards etc. and craft supplies do not meet the primary grant goal and many of the items are specifically listed in the non-allowable items on the list below. If the DIT feels confident that any requested supply purchases will support C&C implementation and are items that will build sustainability, each school may expend \$250 on Mentor supplies. of possible budget lines to consider:

- Professional development stipends/supplements or substitutes
 - SIM - See items to consider page 4
 - C&C - See items to consider page 5
- Small travel budget to allow administrators, instructional coaches, site coordinators, and potential professional developers to attend special sessions of PD
- Supplement for school or district level liaison(s) and/or facilitator(s) of initiative implementation



-
- Release time for coach/professional developer/trainer to learn to train and coach implementation of SIM or C&C
 - Mentor incentives not necessarily stipends*
 - District Coordinator part time salary

*Please note both state and federal funding requirements forbid use of dollars for food, incentives such as awards, gift cards, flowers or memorabilia. The specific language from FDOE is below.

Florida Department of Education Grant Guidelines

Allowable Expenses

Program funds must be used solely for activities and deliverables that directly support the accomplishment of the program purposes, priorities and expected outcomes during the program award period. All expenditures must be consistent with the approved application, as well as applicable state and federal laws, regulations and guidance.

Allowable expenditures may include the costs associated with employing appropriate staff for administering the discretionary project, office materials and supplies and other relevant costs associated with the administration of this project, including travel reimbursement, meeting room rentals, consultant fees, printing, and conference registration and fees, as approved by FDOE.

Purchase of the following types of devices and services require prior approval from BEESS: tablets and portable media players (e.g., iPads and iPods), air cards, internet connectivity services, personal digital assistants (PDA), cell phones, and similar devices. This includes the cost to support such devices. The justification for these kinds of devices and a detailed description must be included in the budget narrative. The justification must also include an explanation of why the device is necessary, how the devices will be kept secure, and the cost efficiency, if applicable (e.g., the reason the iPad is necessary instead of a laptop computer or a cell phone is necessary instead of a landline telephone).

Unallowable Expenses

Below is a list of items or services that are generally not allowed or authorized as expenditures. This is not an all-inclusive list of unallowable items. The discretionary project is expected to consult with their BEESS project liaison with questions regarding allowable costs.

- Advertisement
- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Clothing or uniforms



-
- Costs for items or services already covered by indirect costs allocation
 - Decorations
 - Dues to organizations, federations or societies for personal benefit
 - End-of-year celebrations, parties or socials
 - Entertainment (field trip without the approved academic support is considered entertainment)
 - Game systems and game cartridges (e.g., Wii, Nintendo and PlayStation)
 - Gift cards
 - Incentives (e.g., plaques, trophies, stickers, t-shirts, give-a-ways)
 - Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
 - Land acquisition
 - Meals, refreshments or snacks
 - Overnight field trips (e.g., retreats, lock-ins)
 - Pre-award costs
 - Purchase of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - Tuition

Prior written approval must be obtained from BEESS for the purchase of any furniture or equipment using discretionary project funds.

Promotional or marketing items (e.g., flags, banners, t-shirts, pencils) not directly related to the support of and implementation of this project are **unallowable**.

Costs that are not allowable for federal programs, per EDGAR, may be found at www2.ed.gov/policy/fund/reg/edgarReg/edgar.html or in the Reference Guide for State Expenditures, which may be found at www.myfloridacfo.com/aadir/reference_guide.



Items to consider in budgeting for SIM implementation

Per Year	Regional Institutes	After hours or with substitute	Coaching
Content Enhancement Routines (Core Content Teachers in Departments/PLCs)	4 days (6 hours/day) <ul style="list-style-type: none"> allocate for stipend and travel 	12 hours (broken up into full days or partial days) <ul style="list-style-type: none"> allocate for stipends and/or subs 	During contract hours (no funding needs to be allocated)
Learning Strategies (for Intervention/ESE teachers providing Tier 2 or 3 supports)	<ul style="list-style-type: none"> 2 days (6 hours/day) allocate for stipend and travel 	12 hours (broken up into full days or partial days) <ul style="list-style-type: none"> allocate for stipends and/or subs 	During contract hours (no funding needs to be allocated)
Sessions for administrators/planning teams	<ul style="list-style-type: none"> 1 day allocate for travel, stipends as appropriate 	allocate substitutes as needed for teachers participating on DIT	During contract hours (no funding needs to be allocated)
Professional Development for Capacity Coach/ Instructional Coaches	4 days (24 hours) <ul style="list-style-type: none"> allocate for substitutes/stipends if needed and travel 	12 hours to support PLCs and/or intervention teachers (broken up into full days or partial days) <ul style="list-style-type: none"> allocate for stipends and/or subs 	During contract hours (no funding needs to be allocated)
Potential CER or LS Professional Developer Institute-PPDI (summer)	5 days (travel paid by FDLRS Admin.) <ul style="list-style-type: none"> allocate for stipend 		During contract hours (no funding needs to be allocated)
Potential Specialist Institute (Micro-credential in one LS or CE)	2 days (travel paid by FDLRS Admin.) <ul style="list-style-type: none"> allocate for stipend 		During contract hours (no funding needs to be allocated)
Capacity Coach - compensation or release time to provide systems/instructional coaching			
Printing/copying costs for CE and LS, recommend \$100 per implementing teacher			
Binders or folders for students of teachers implementing Learning Strategies			



Items to Consider in Budgeting for C&C Implementation

Identification & Preparedness Year 1	Implementation years 2-5
<p>District Overview – 1 ½ hr. Onsite</p> <ul style="list-style-type: none"> • Allocate for time/sub 	<p>Overview as necessary</p>
<p>Trainings</p> <p>Preparation & Implementation Training-6 hrs. in district</p> <p>Mentor Training – 12 hours in district</p> <p>Capacity Coach (Once the District Implementation Team selects coach) 3-24 hrs. training as needed dependent upon level of coaching experience</p> <p>Coordinator Orientation – 6 hrs.</p> <ul style="list-style-type: none"> • Allocate PD stipends/substitute and travel if necessary 	<p>Training and Travel</p> <ul style="list-style-type: none"> • Preparation & Implementation 6 hrs. • Mentor Training – 12 hrs. + travel and subs • Capacity Coach refreshers – 6hrs + travel • Refresher Blasts – Mentor renewals – 6 hrs. + travel • Site Coordinator – 6 hrs. + Travel/sub • Summer District Implementation Team Summit – 6 – 12 hrs. as determined + travel
<p>Funding: May support District Coach once selected by District Implementation Team</p>	<p>Funding: Suggestions for district team to consider where financial supports go: capacity coach, mentors, site coordinator, data specialist</p>

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

Date of School Board Meeting: January 26, 2021

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

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

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

Special Programs and Procedures for Students with Disabilities are the policies, procedures, guidelines, mandates and laws that must be followed during the provision of services for Students with Disabilities. The Gadsden School District Policies and Procedures have been approved by the Florida Department of Education.

FUND SOURCE: IDEA

AMOUNT: N/A

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 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

Proofread by: _____

SP&P SIGNATURE PAGE

School District: **Gadsden**

Administrator of Exceptional Student Education: **Sharon B. Thomas**

This document is effective for the **2019–2020 through 2021–2022** school years.

CERTIFICATION OF APPROVAL

Elijah Key

I, **Elijah Key**, do hereby certify that each of the statements below are true:



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

12/11/2020

Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

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

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

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

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

SCHOOL DISTRICT POLICIES AND PROCEDURES

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

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

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

School District

Gadsden

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

EFFECTIVE DATE:

2019-2020 through 2021-2022

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.
 - 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. the district maintains policies and procedures related to the use of restraint and seclusion.

- 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 Department of Corrections.

District Policies Regarding Restraint and Seclusion

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.

Seclusion – One of the following must be selected:

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

Assurances

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

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

Documentation and Incident Reporting

1. Schools are required to notify the parent or guardian each time manual or physical restraint or seclusion is used with a student with a disability. Such notification will be in writing and provided before the end of the school day on which the restraint or seclusion occurred. In accordance with standards developed by FDOE, the notice must include the type of restraint used and any injuries occurring during or resulting from the restraint. Additionally, reasonable efforts will be taken to notify the parent or guardian by telephone or email, or both, and those efforts will be documented.
2. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she was notified of the student's restraint or seclusion. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the notification when the parent fails to respond to the initial notice.
3. The school will prepare an incident report within 24 hours after a student is released from restraint or seclusion. If the student's release occurs on a day before the school closes for the weekend, a holiday, or another reason, the incident report will be completed by the end of the school day on the day the school reopens. The school will provide the parent with the completed incident report in writing by mail within three school days after the student was manually or physically restrained or secluded.
4. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she **received a copy of the incident report**. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the incident report when the parent fails to respond to the initial report.
5. The following will be included in the incident report:
 - a. The name of the student restrained or secluded
 - b. The age, grade, ethnicity, and disability of the student restrained or secluded
 - c. The date and time of the event, and the duration of the restraint or seclusion
 - d. The location at which the restraint or seclusion occurred
 - e. A description of the type of restraint used in terms established by the FDOE
 - f. The name of the person(s) using or assisting in the restraint or seclusion of the student
 - g. The name of any nonstudent who was present to witness the restraint or seclusion
 - h. A description of the incident, including the following:
 - i. The context in which the restraint or seclusion occurred
 - ii. 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
 - iii. The specific positive behavioral strategies used to prevent and deescalate the behavior
 - iv. What occurred with the student immediately after the termination of the restraint or seclusion
 - v. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint or seclusion, documented according to district policies
 - vi. Evidence of steps taken to notify the student's parent or guardian
6. Incidents of restraint and seclusion are reported to FDOE via a website developed for this purpose, in a manner prescribed by FDOE.

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**.

a. 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 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. A copy of the notification letter will also be enclosed. 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).

b. 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.

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

-Reasonable efforts will be made on the day of the incident to contact the parent by phone and/or email. -Telephone and email contacts will be documented on the Parent Notification Letter. How records of the parent's acknowledgement that the written notice was received are retained, and actions that are taken in the event the parent does not provide a signed acknowledgement of the initial written notice: - Parents/Guardians must be informed in writing, and acknowledge the notification by signing and returning the notification letter to the school. A copy of the notification letter will also be enclosed. -A self-addressed stamped envelope will be included for Parent/Guardian to use when returning the signature page. -A hard copy of this report is maintained in the student's discipline file and ESE file at the school.

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

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

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

a. 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.

b. 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

c. 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.

3. How does the district monitor the implementation of restraint and seclusion practices to include reporting requirements in charter schools, DJJ facilities, and 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)

1. 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.

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

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

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

Describe how the district will monitor school practices related to when, where, and why students are restrained and secluded at the (a) classroom, (b) building, and (c) 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.

3. 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

Does the district prohibit the use of restraint?

- Yes
 No

1. Even if the district prohibits the use of restraint, if restraint incidents occurred during the 2018-19 and 2019-20 school years, the district will have a plan for reducing the use of restraint.

If the district allows the use of restraint, specify the district's measurable annual goal for the 2019-20 and 2020-21 school years 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 2019-2020 and 2020-2021 school years.

2. 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

Total number of incidents of restraints for the 2017-18 school year.

0

Total number of incidents of restraints for the 2018-19 and 2019-20 school years.

Number of incidents of restraints for the 2018-2019 school year - 0 Number of incidents of restraints for the 2019-2020 school year - 0

Indicate the percentage of increase or decrease in the 2018-19 and 2019-20 rates.

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

Provide a rationale for the district's increase or decrease in incidents when comparing the data.

The district continues to have no restraints. The district's rate has remained consistent because of on-going problem-solving, crisis management and positive behavioral support training which will continue to be provided to staff members.

Note whether or not the district attained the 2018-19 goal for rate reduction of restraint and the difference between 2018-19 percentage goal and the actual 2018-19 percentage rate.

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.

How many students in the district were restrained 15 or more times? What were the specific activities, skills, and resources implemented to reduce these rates?

N/A

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

Yes

No

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

N/A

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

N/A

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

Yes

No

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

The district does not use mechanical restraint.

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

N/A

Describe the data reviewed from the 2018-19 and 2019-20 school years (which must include primary exceptionality and race or ethnicity of students restrained and type of restraint used).

No restraints or seclusions within the district for the last six academic school years, is due to the consistent training and problem-solving that takes place in our district. 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.

Describe how the data and the problem-solving process informed your district's plan to reduce the use of restraint.

No restraints or seclusions within the district for the last six academic school years, is due to the consistent training and problem-solving that takes place within the schools. 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.

Describe how the data and the problem-solving process determined the measurable annual goal for the reduction of restraint for the 2019-20 and 2020-21 school years.

| The number of restraints has been zero for the last six school years, the district would like to maintain this rate.

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 activities 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

Describe the resources that are a part of the district's plan to reduce the use of restraint.

-additional trained personnel within the classrooms to support students -trained mental health providers and music specialists to work with students to help them to control their anger issues

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

Does the district prohibit the use of seclusion?

- Yes
 No

1. Even if the district prohibits the use of seclusion, if seclusion incidents occurred during the 2018-19 school year, the district will have a plan for reducing of the use of seclusion.

If the district allows the use of seclusion, specify the district's measurable annual goal for the 2019-20 and 2020-21 school years 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 2019-2020 and 2020-2021 school years.

2. 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

Total number of incidents of seclusion for the 2017-18 school year.

0

Total number of incidents of seclusion for the 2018-19 and 2019-20 school years.

Number of incidents of seclusion for 2018-2019 school year -0 Number of incidents of seclusion for the 2019-2020 school year- 0

Indicate the percentage of increase or decrease in the 2018-19 and 2019-20 rates.

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

Provide a rationale for the district's increase or decrease in incidents when comparing the data.

The district continues to have no seclusions. The district's rate has remained consistent because of on-going problem-solving, crisis management and positive behavioral support training which will continue to be provided to staff members.

Note whether or not the district attained the 2018-19 goal for rate reduction of seclusion and the difference between 2018-19 percentage goal and the actual 2018-19 percentage rate.

The district met/maintained our goal of no seclusions.

How many students in the district were secluded 15 or more times in the district? What were the specific activities, skills, and resources implemented to reduce these rates?

N/A

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

Who coordinates the inspection conducted by the Fire Marshal?

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

How is the safety of the seclusion rooms monitored?

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

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

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

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

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

4. 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 the seclusion room when his behaviors put his safety and the safety of others at risk.

Describe the data reviewed from the 2018-19 school year (which must include primary exceptionality and race or ethnicity of students secluded).

N/A

Describe how the data and the problem-solving process informed your district's plan to reduce the use of seclusion.

Our district's data indicate that there have been no restraints and seclusions within the last 6 years. The district continues to provide adequate trainings and implement suitable strategies/policies to maintain this data.

Describe how the data and the problem-solving process determined the measurable annual goal for the reduction of seclusion for the 2019-20 and 2020-21 school years.

Analysis of the district's data indicates that for the past six academic years we have retained a zero seclusion rate. Consequently, our goal for the 2019-2020 and 2020-2021 school year will be to maintain a zero seclusion rate. This attainable goal is in the best interest of our 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 activities 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.

Describe the resources that are a part of the district's plan to reduce the use of seclusion.

-The district partners with mental health counselors and agencies -School resource officers -Trained behavior specialists -Smaller class sizes with additional adult support for students with more significant behavioral challenges

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

One of the following must be selected. Indicate if the district (including charter schools) serves infants and toddlers with disabilities, ages birth through two, in collaboration with Local Early Steps:

- Yes
- No

Note: Districts may provide FAPE to a child who will turn three during the school year. If this is the only circumstance for which the district would provide services to a child who is two years of age, **no** should be checked.

One of the following must be selected. Indicate if the district (including charter schools) serves prekindergarten children with disabilities, ages three through five:

- Yes
- 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.

One of the following must be selected:

- I have read and understand the above information.
- This section is not applicable for the Department of Corrections.

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 ,F.S.
 - 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.
4. 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.
5. 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:

1. Designating responsibilities for the implementation of district procedures
2. Providing transportation
3. Providing program and staff supervision
4. Funding programs
5. Dissolving the agreement

Written agreements are on file for the provision of special education and related services to this district's exceptional students through multi-district programs.

- Yes
- No

If the answer to the above question is 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 a 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.

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 the answer to the above question is yes, include the name(s) of the district(s) receiving services and the types of ESE services provided for each district.

Agreements for assigning instructional personnel to a facility operated by other agencies or organizations are on file in this district.

- Yes
- No

If the answer to the above question is 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/guardians. Updating of the student's Individual Educational Plan includes a Change of Placement. During the meeting the parent/guardian gives consent for the district's Hospital/Homebound teacher or another certified teacher who is employed by the district to serve the student while he/she is in the district's county jail.

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

1. 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.
2. 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.
3. In accordance with subsection (3) of Rule 6A-6.0334, F.A.C., the sending school district shall take reasonable steps to promptly respond to the residential facility's request for transmittal of the student's educational records. If the student's placement in the residential care facility occurs while the notification and procedures regarding payment are pending, the student shall remain enrolled in the sending school district and the sending school district shall collaborate with the residential care facility to ensure that the student receives a free and appropriate public education, special education, and related services, including services comparable to those described in the current IEP, until the notification and procedures regarding payment are completed.

Each school district is responsible for assuring the proposed program at the nonpublic school or community facility is appropriate to meet the educational needs of the exceptional student with a disability, or early intervention needs of the infant or toddler with a disability, placed through a contractual agreement. This is not meant to limit the responsibility of agencies in the state other than the district school boards

from providing or paying some or all of the cost of a free appropriate public education or early intervention services to be provided to children with disabilities ages birth through 21 years.

Contractual Arrangements with Private Schools

Statutory and Regulatory Citations

Section 1003.52, F.S.

Rules 6A-6.0361, F.A.C.

1. Each school district shall provide special education and related services to an exceptional student with a disability through a contractual agreement with an approved nonpublic school or community facility under **any** of the following circumstances:
 - a. When the school district determines that no special educational program offered by the district, a cooperating school district, or a state agency can adequately meet the educational program needs for a student
 - b. For the provision of the educational component of a residential placement for an exceptional student with a disability when such a placement is made by another public agency for the primary purpose of addressing residential or other noneducational needs. The student's IEP may reflect that the residential placement is not required for the student to benefit from special education that could otherwise be provided by the school district during the day
 - c. For the provision of a non-residential interagency program for an exceptional student with a disability that provides educational programming in accordance with the student's IEP
 - d. In collaboration with the Part C Early Steps Program for the provision of early intervention services for an infant or toddler with a disability when the school district has determined that a nonpublic or community facility can provide appropriate services for the infant or toddler in accordance with an Individualized Family Support Plan (IFSP)

The requirements of this subsection do not apply when a school district provides educational assessments and a program of instruction and special education services to students in the custody of Department of Juvenile Justice programs who are served in residential and nonresidential care facilities and juvenile assessment facilities located in the school district in accordance with section 1003.52(3), F.S.

District Responsibilities

1. Before the school district executes a contract with a nonpublic school or community facility, the school district will determine that the school or facility:
 - a. Has qualified personnel as defined in Rule 6A-1.0503, F.A.C., or appropriate licensing entities and appoints noncertified instructional personnel according to the policies required in Rule 6A-1.0502, F.A.C. Personnel in an out-of-state nonpublic school or community facility shall be certified or licensed in accordance with the standards established by the state in which the nonpublic school or community facility is located.
 - b. Provides instructional school day and year consistent with s. 1011.61, F.S, taking into account the number of school hours or school days provided by the school district.
 - c. Maintains current sanitation and health certificates and fire inspections for each appropriate building and will be open for inspection by appropriate authorities.
 - d. Protects the confidentiality of student records and information and assures the provision to the parent or student whose rights have transferred upon reaching the age of majority (age 18), the right of access, copies, amendments, and hearings as specified in Rule 6A-1.0955, F.A.C.
 - e. Designates staff member to be responsible for the administration of the provisions of the contract and supervision of the educational program provided to each student, or early intervention services provided to each child age birth through two years, under the contract.
 - f. Has written procedures for admission, dismissal, and separation of students, if appropriate.

- g. Has a written description of the support services that are available and will be provided to each student placed under a contract in accordance with each student's IEP or each child's IFSP.
- h. Has written policies concerning: care of the student in emergencies; clinical and administrative records; personnel policies; staff duties; fee schedules; food services; and insurance coverage.
- i. Complies with requirements of: the Office for Civil Rights (OCR); the Americans with Disabilities Act (ADA); Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Boy Scouts of America Equal Access Act (Section 9525 of the Elementary and Secondary Act of 1965, as amended by the No Child Left Behind Act of 2001).
- j. Files reports with the Department of Education as prescribed in s. 1002.42, F.S., if applicable.

Contents of Contract

1. A contract between a district school board and a nonpublic school or community facility to provide educational programs for an exceptional student with a disability, or early intervention services to a child with a disability age birth through two, shall not extend beyond the school district's fiscal year, and shall include at least the following:
 - a. Written assurance that the nonpublic school or community facility is staffed by qualified personnel as defined by rule 6A-1.0503, F.A.C., or an appropriate and identified licensing entity.
 - b. A description of the scope of service provided by the nonpublic school or community facility and how it relates to the IEP of the exceptional student with a disability or the IFSP of the infant or toddler with a disability.
 - c. Provision for reporting to appropriate school district personnel and the parent on the student's progress in meeting the annual goals in accordance with the IEP or the child's and family's progress in meeting the major outcomes in accordance with the IFSP.
 - d. Provision for appropriate school personnel to review the program provided by the nonpublic school or community facility and to confer with the staff of the nonpublic school or community facility at reasonable times.
 - e. Provision for reporting to appropriate school district personnel any non-attendance of the exceptional student with a disability or the infant or toddler with a disability.
 - f. Provision for notifying appropriate school district personnel and the parent of the use of seclusion or restraint of the student, in accordance with section 1003.573, F.S.
 - g. The method of determining charges and sharing costs with other agencies for the placements under the contract, including the projected total cost to the school district.
 - h. Identification of financial responsibility.
 - i. Method of resolving interagency disputes. Such methods may be initiated by district school boards to secure reimbursement from other agencies.
 - j. A schedule for review of the program being provided to the exceptional student with a disability or the infant or toddler with a disability, through the contract.
 - k. Provision for terminating the contract.
 - l. Written assurance of compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

Additional District Responsibilities

When contracting with a nonpublic school or community facility, in accordance with Rule 6A-6.0361, F.A.C., the school district shall be responsible for at least the following:

1. Selecting an appropriate nonpublic school or facility in consultation with the parent and other appropriate agency personnel

2. Providing for transportation for students age three through 21 years
3. Maintaining a case file including progress reports and periodic evaluations of the exceptional student with a disability, or infant or toddler with a disability
4. Verifying that the child is a resident of the school district and is enrolled in, or has made application for admittance to, a school district program
5. Providing for the cost of the student's educational program or early intervention services as specified in the contract
6. Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the out-of-field notification requirements of s. 1012.42, F.S.
7. Providing an appropriate educational program for the student in the least restrictive environment based on an annual or more frequent review of the student's IEP, or early intervention services in a natural environment based on a six-month or more frequent review of the child's IFSP
8. Maintaining copies of the IEPs or IFSPs in the district and providing copies of the IEPs of students who are in residential placements to the Department of Education, Bureau of Exceptional Education and Student Services
9. Reporting, data collection, and monitoring the use of seclusion or restraint of the student, in accordance with s.1003.573, F.S.

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** in Part I, Section B.4.
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.

- 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.

NA

Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the out-of-field notification requirements of s. 1012.42, F.S.

NA

Maintaining copies of the IEPs or IFSPs in the district and providing copies of the IEPs of students who are in residential placements to the Florida Department of Education, Bureau of Exceptional Education and Student Services.

NA

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, s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C., the district assures that a formal policy is in place to guarantee the confidentiality of student records. This policy includes the following:

1. Access rights

- a. The district will permit parents to inspect and review any educational records relating to their children that are collected, maintained, or used by the district, without unnecessary delay and before any meeting regarding an IEP, IFSP, or educational plan (EP), or any hearing relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the student, and in no case more than 30 days from the request. The parent has the right to:
 - A response from the district for reasonable explanation and interpretation of the records
 - Request that the district provide copies of the records if failure to do so would deprive the parent of the right to review the records
 - Have a representative of the parent inspect and review the records
- b. The district presumes that the parent has authority to inspect and review records relating to that parent's child unless otherwise advised that the parent does not have such authority.
- c. The district keeps a record of parties obtaining access to student records, other than the parent or authorized district or school employees, which includes the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
- d. When the educational record includes information about more than one student, the parent may review the information relating only to that parent's child.
- e. The district will provide the parent, upon request, a list of the types and locations of educational records relating to that parent's child.
- f. The district may charge a fee for copies of records if the fee does not prevent the parent from accessing the records. A search or retrieval fee may not be charged.

2. Amendment of student records

- a. The student's parent who believes that information within the student's educational records contains inaccurate or misleading information, or violates the privacy or other rights of the child, may request that the district amend the information.
- b. The district will decide whether to amend the information in accordance with the request within a reasonable period of time.
- c. If the district refuses to amend the information, it will inform the parent of the refusal and advise the parent of the right to a hearing, in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974.
- d. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will amend the record accordingly and inform the parent in writing.
- e. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will inform the parent of the right to place in the record a statement commenting on the information or setting forth any reason for disagreement with the decision of the district.
- f. Any explanation placed in the student's record will be maintained by the district as part of the student's record as long as the district maintains the record or the contested portion. If the record is disclosed by the agency to any party, the explanation will also be disclosed.

3. Consent

- a. Parental consent will be obtained before personally identifiable information is disclosed to anyone other than officials of the district or other party with a legitimate interest in the record, or as specifically authorized by FERPA and s. 1002.22, F.S.
- b. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before personally identifiable information is released to officials of participating agencies that provide or pay for transition services.
- c. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before any personally identifiable information about a child is released between school district officials where a private school is located and officials in the school district of the parent's residence in situations involving parentally placed private school students.

4. Safeguards

- a. The district will protect the confidentiality of personally identifiable information during the collection, storage, disclosure, and destruction of records.
- b. The principal or designee at each school assumes responsibility for ensuring confidentiality of student records.
- c. All persons using or collecting personally identifiable information must receive training in confidentiality procedures.
- d. The district will maintain for public inspection a current listing of the names and positions of those employees within the district who have access to personally identifiable information.

5. Destruction of information

- a. The district will inform parents when personally identifiable information is no longer needed to provide education services to the student. This information must be destroyed at the request of the parent.
- b. A permanent record of the student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

6. Annual written notice to parents

- a. The district will provide annual written notice to inform the adult student, or the parent or guardian, of the rights defined in s. 1002.22, F.S., and 34 CFR §99.7. Items to be included in the notice are:
 - The right to review and inspect the student's education records, including the procedures to exercise this right
 - The right to seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights, including the procedures to request an amendment
 - The right to consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA and state statute permits disclosure without consent
 - The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA
- b. The district will have developed alternate methods of notice for informing adult students or the parent or guardian unable to comprehend a written notice in English.

7. Free Appropriate Public Education (FAPE)

The district assures that FAPE is available to all students with disabilities residing in the district between the ages of three and 22 years, including: students with disabilities who have been suspended or expelled from school; students with disabilities who have graduated with a special diploma or certificate of completion, but have not attained the age of 22; students in the care and custody of DJJ, and students with disabilities who attend public charter schools. FAPE is also available to students identified as gifted in kindergarten through Grade 12. FAPE no longer applies to students who have graduated from high school with a standard diploma and do not defer receipt of the diploma in accordance with s. 1003.4282(11)(c), F.S. A standard diploma does not include an alternative degree that is fully aligned with the state's academic standards, such as a certificate of completion or a General Educational Development credential (GED), in accordance with Rule 6A-6.03028(1)(a), F.A.C.

8. Transition from Part C to Part B

Children participating in early intervention programs under Part C, who will participate in prekindergarten programs under Part B, will experience a smooth and effective transition to the prekindergarten program for children with disabilities. By the child's third birthday, an IEP or IFSP is developed and implemented. A representative of the school district participates in transition planning conferences arranged by Children's Medical Services (CMS), and Local Early Steps, the designated lead agency for Part C.

9. Funding formula

The district assures that, in accordance with s. 1011.62, F.S., in order to generate funds using one of the two weighted ESE cost factors, a new matrix of services form is completed by trained personnel at the time of initial placement and at least once every three years. Additionally, the district ensures that matrices reflect current services. If services change as the result of an IEP team decision, the district will complete a new matrix. The nature and intensity of the services indicated on the matrix is consistent with the services described in each student's IEP, IFSP, or EP. Nothing listed in the matrix limits the services the school district provides in order to ensure that exceptional students are provided a free appropriate public education.

Students identified as exceptional who do not have a matrix of services will generate funds on the basis of full-time equivalent student membership in the FEFP at the same funding level per student as provided for basic students. These students will be reported at 111 for grades prekindergarten through 3, 112 for grades 4 through 8, and 113 for grades 9 through 12. Additional funding for these students is provided through the ESE Guaranteed Allocation component of the FEFP.

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:

- o Upon initial referral or the parent's request for an evaluation
- o In accordance with the discipline procedures when a change of placement occurs
- o Upon receipt of the first state complaint in a school year
- o Upon the receipt of the first request for a due process hearing in a school year
- o Upon the parent's request to receive a copy
- o 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:

- o Upon initial referral for evaluation
- o Upon refusal of a parent's request to conduct an initial evaluation
- o Upon notification of each educational plan meeting
- o 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 requirement is not applicable for the Department of Corrections.

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.
6. The district is not required to amend the child's education records to remove any reference to the child's previous receipt of such services.
7. The district will not be considered to be out of compliance with IDEA for failure to provide a FAPE to an otherwise eligible child.

Requirements or Options No Longer Applicable

When a parent of a student with a disability revokes consent for services, the requirements that previously applied solely as a result of the student's status as a student with a disability will no longer apply. Examples include:

1. The revocation applies to all services the student is receiving as a student with a disability, including instructional and testing accommodations; the revocation cannot be for some services but not others.
2. The procedural safeguards that apply to students with disabilities, including disciplinary protections, will no longer apply to the student.
3. The options in accordance with s. 1003.4282 (10), 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 18; 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

Sections 39.0016 and 1002.22, F.S.

Rule 6A-6.0333, F.A.C.

Definition

A surrogate parent is an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under IDEA and s. 39.0016, F.S., when no parent can be identified; the student's parent, after reasonable efforts, cannot be located by the school district; the student is a ward of the state under state law; the student is an unaccompanied homeless youth; or a court of competent jurisdiction over the student has determined that no person has the authority, willingness, or ability to serve as the educational decision maker for the student without judicial action.

Procedures

1. A surrogate parent appointed by the district school superintendent or the court:
 - a. Must be at least 18 years old.
 - b. Must have no personal or professional interest that conflicts with the interests of the student to be represented.
 - c. Must not be an employee of the FDOE, the local school district, a community-based care provider, the Florida Department of Children and Families (DCF), or any other public or private agency involved in the education or care of the student.
 - This prohibition includes group home staff and *therapeutic* foster parents.
 - A person who acts in a parental role to a child, such as a foster parent or relative caregiver, is not prohibited from serving as a surrogate parent if he or she is employed by such agency, willing to serve, and knowledgeable about the child and the exceptional student education process.
 - The surrogate parent may be a court-appointed guardian ad litem or a relative or nonrelative adult who is involved in the child's life regardless of whether that person has physical custody of the child.
 - d. Must have the knowledge and skills acquired by successfully completing training using materials developed and approved by the FDOE to ensure adequate representation of the child.
2. Appointment of a surrogate parent for a student who has or is suspected of having a disability
 - a. A surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a school district or agency under contract with the school district shall be appointed by the district's school superintendent not more than 30 days after the school district determines that the student needs a surrogate parent.
 - b. The surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a contract from the FDOE shall be appointed by the individual specified in the contract.
 - c. In the case of a student who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided the surrogate meets the qualifications above.
 - d. If a guardian ad litem has been appointed for a child, the district school superintendent must first consider the child's guardian ad litem when appointing a surrogate parent.
 - The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
 - The court must accept a surrogate parent duly appointed by a district school superintendent.

- e. A surrogate parent appointed by the district school superintendent or the court must be accepted by any subsequent school or school district without regard to where the child is receiving residential care so that a single surrogate parent can follow the education of the child during his or her entire time in state custody.
- 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 program to serve as a surrogate 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.

One of the following must be selected:

- I have read and understand the above information.
- This section is not applicable for the Department of Corrections.

Describe the district's procedures for determining when a student who has or is suspected of having 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 U.S.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 or legal guardians) 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 student'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 - 6A-6.0361, F.A.C.

2. IEPs or EPs for students transferring to or from a Florida school district and a full-time virtual program

If an exceptional education student who had an IEP or EP that was in effect in a previous Florida school or school district enrolls in a full-time virtual program (in accordance with s. 1002.37 or 1002.45, F.S.), the virtual program must determine if the student meets the profile for success in this educational delivery context. If the student meets the profile for success in this educational delivery context, the virtual program will provide FAPE to the student, which includes services comparable to those described in the student's IEP or EP from the previous school or school district, until the IEP team for the virtual program either:

- a. Adopts the student's IEP or EP from the previous school or school district, or
- b. Develops, adopts and implements a new IEP or EP that meets the applicable requirements of Rules 6A-3.03011 - 6A-6.0361, F.A.C. A virtual program may not deny or delay enrollment pending review of a student's IEP or EP.

When an IEP team of a school district determines that the full-time virtual program is appropriate for a student in accordance with s. 1003.57(5), F.S., within fifteen (15) business days prior to the withdrawal from the school district, the school district must convene an IEP team meeting with at least one (1) representative specific to the full-time virtual program to determine appropriate goals, supports and services for the student. The receiving virtual program may adopt and implement the student's existing IEP from the previous school district or may revise the IEP as needed, to meet the student's needs in the virtual environment.

When an IEP team for a virtual program determines that the full-time virtual program is not appropriate for a student in accordance with s. 1003.57(5), F.S., the full-time virtual program must, within fifteen (15) business days, convene an IEP team meeting to determine appropriate goals, supports and services for the student. A representative from the school district of residence for the student must participate in this meeting. A student may not be disenrolled from a full-time virtual program until after the IEP team has met and determined appropriate services for the student.

3. IEPs for students who transfer from outside Florida

If an exceptional education student who had an IEP 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 from the previous school district) until the school district does **both** of the following:

- a. Conducts an initial evaluation in accordance with Rule 6A-6.0331, F.A.C., or determines that evaluation is not necessary.
- b. Develops, adopts, and implements a new IEP or EP, if appropriate, that meets the applicable requirements of Rules 6A-6.03011 through 6A-6.0361, F.A.C.

If a 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.

4. EPs for gifted students who transfer from outside Florida

If a student who had a gifted plan that was in effect in a previous school district in another state transfers to a Florida school district and enrolls in a new school within the same school year, the new Florida school district (in consultation with the parents or legal guardians) must provide the student with services comparable to those described in the student's gifted plan from the previous school district, until the new Florida school district develops, adopts and implements a Florida EP that meets the applicable requirements of Rule 6A-6.030191, F.A.C. In accordance with Rule 6A-6.0334, F.A.C., students who transfer with gifted eligibility from another state do not need to meet the requirements of Rule 6A-6.03019, F.A.C., for continued services. A gifted plan could include documentation from the previous school district in another state that the student was determined eligible for gifted services in accordance with the applicable requirements of that district or state and was receiving gifted services.

5. 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.

6. Transmittal of records

To facilitate the transition for a student described in subsections 1 and 2 above, the new school district in which the student enrolls will take reasonable steps to promptly obtain the student's records, including the IEP or EP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous school district in which the student was enrolled, in accordance with 34 CFR §99.31; and the previous school district in which the student was enrolled must take reasonable steps to promptly respond to the request from the new school district.

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

Statutory and Regulatory Citations

34 CFR §300.154

Rules 6A-6.03011 through 6A-6.0361, 6A-6.03028 and 6A-6.03311, F.A.C.

Procedures

The school district may use the Medicaid or other public health benefits or insurance programs in which a student participates to provide or pay for services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C., as permitted under the public benefits or insurance program, except as noted below:

1. With regard to services required to provide FAPE to an eligible student under the IDEA, the school district:
 - a. May not require parents to sign up for or enroll in public insurance programs in order for their student to receive FAPE under Part B of the IDEA.
 - b. May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to the IDEA— the district may pay the cost that the parent otherwise would be required to pay.
 - c. May not use a student's benefits under a public insurance program if that use would (any of the following):
 - Decrease available lifetime coverage or any other insured benefit.
 - Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school.
 - Increase premiums or lead to the discontinuation of benefits or insurance.
 - Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.
 - d. Prior to accessing the student's or parent's public benefits or insurance for the first time, and after providing notification to the student's parent as described in Rule 6A-6.03028(3)(q)1.e., F.A.C., the school district must obtain written, parental consent that specifies each of the following:
 - The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student
 - The purpose of the disclosure, such as the purpose of billing for services
 - The agency to which the disclosure may be made
 - The parent understands and agrees that the school district may access the insurance to pay for the services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C.
 - e. Prior to accessing a student's or parent's public benefits for the first time, and annually thereafter, the school district must provide written notification consistent with requirements found in Rule 6A-6.03311(1)(a) and (b), F.A.C., to the student's parents that includes all of the following:
 - A statement of the parental consent provision in Rule 6A-6.03028(3)(q)1.d., F.A.C.
 - A statement of the no cost provisions of Rule 6A-6.03028(3)(q)1., F.A.C.
 - A statement that the parents have the right to withdraw their consent to disclose their child's personal identifiable information to the agency responsible for the administration of the State's public benefits or insurance at any time.
 - A statement that the withdrawal of consent or refusal to provide consent to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program does

not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

2. With regard to students with disabilities who are covered by private insurance, a school district may access a parent's private insurance proceeds to provide services required under the IDEA only if the parent provides written informed consent. Each time the school district proposes to access the parent's private insurance to provide services required under IDEA, the agency must obtain parental consent and inform the parents that their refusal to permit the school district to access their private insurance does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
3. If a school district is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required to ensure a FAPE, the school district may use its IDEA Part B funds to pay for the service. To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the school district may use its IDEA Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

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.

Definition

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.

4. Sensory screenings and diagnostic assessments

- a. Hearing and vision screenings are completed for the purpose of ruling out sensory deficits that may interfere with the student's academic and behavioral progress. Hearing and vision screenings are conducted in accordance with the school district's school health plan. In certain circumstances, a current evaluation by a medical professional may be used as the screening report.
- b. Additional screenings and assessments are conducted to assist in determining academic or behavioral interventions, as appropriate. Student screenings to determine instructional and behavioral intervention strategies are not considered to be an evaluation for eligibility for special education and related services.

5. Implementation of evidence-based interventions

- o The school district implements evidence-based interventions addressing the identified areas of concern in the **general education environment**.
- o The interventions selected for implementation should be determined by a team through a data-based problem-solving process that uses student performance data to identify and analyze the area(s) of concern, select and implement interventions, monitor effectiveness of the interventions and modify intervention or intensity when needed.

- o 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.
- o The district must collect pre-intervention and ongoing progress-monitoring data regarding academic or behavioral areas of concern and communicate the data to the parents in an understandable format, which may include, but is not limited to, graphic representation.

6. General education interventions are **not** required for the following:

- o Children younger than kindergarten-entry age who are not enrolled in kindergarten
- o Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.
- o 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.
- o 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?

<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: (a) How frequently are Tier 3 interventions reviewed and monitored? (b) What factors does the problem-solving team consider in determining that the student may be a student with a disability? (c) 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 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 or the well-being of other students.

How does the district monitor implementation and fidelity of problem identification, problem analysis, intervention development and intervention effectiveness? Address the following in your response: (a) How problem-solving is documented (b) 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 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: (a) How information is disseminated explaining the school's multi-tiered system of supports (global awareness) (b) Procedures or policies for including parents in problem solving (c) Frequency and format for sharing data on the student response to intervention with parents (d) 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 at parent training meetings which are held twice each school year. At these meetings, 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).

7. Procedures for children who are below mandatory school age and who are not enrolled in kindergarten include the following:

- a. Review existing social, psychological, and medical data. Refer for a health screening when needed.
- b. Conduct vision and hearing screenings for the purpose of ruling out sensory deficits.
- c. Conduct additional screenings to assist in determining interventions as appropriate.

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 is gifted. The request for an evaluation is documented on the district's Consent for Evaluation form.

The school district must seek consent from the parent or guardian to conduct an evaluation whenever the district suspects that a kindergarten through Grade 12 student, or a child age three to kindergarten-entry age, is a student with a disability and needs special education and related services. Circumstances that would indicate that a kindergarten through Grade 12 student may be a student with a disability who needs special education and related services include, but are not limited to, the following:

1. When a school-based team determines that the kindergarten through Grade 12 student's response to intervention data indicates that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources;
2. When a school-based team determines that the kindergarten through Grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions; and
3. When a child age three to kindergarten entry age receives a developmental screening through the school district or the Florida Diagnostic and Learning Resources System and, based on the results of the screening, it is suspected that the child may be a child with a disability in need of special education and related services; or
4. When a parent requests an evaluation and there is documentation or evidence that the kindergarten through Grade 12 student or child age three to kindergarten-entry age who is enrolled in a school- district operated preschool program may be a student with a disability and needs special education and related services.

Within 30 days of a determination that a circumstance described in subsections 1., 2. or 3. above exists for a student in grades kindergarten through Grade 12 or a child age three to kindergarten entry age, the school district must request consent from the parent to conduct an evaluation, unless the parent and the school agree otherwise in writing.

If a parent requests that the school conduct an evaluation to determine whether their child is a child with a disability in need of special education and related services, the school district must within 30 days, unless the parent and the school agree otherwise in writing:

1. Obtain consent for the evaluation; or
2. 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 about general education procedures:

1. 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;
2. Whether 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
3. Whether 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 enrolled in the school district who may have disabilities and students who may be gifted.

The Multi-tiered System of Supports (MTSS) model is used for students who may have a disability. After research-based interventions and supports have not been successful, the Student Study Team completes a referral form and submits the consent for evaluation along with the response to intervention and supporting documentation to the evaluation specialist. Gifted students may be referred by staff or parents. Students with high achievement scores on district and state assessments will be referred by school personnel. Program Specialists for Exceptional Student Education will also monitor and refer students with high achievement scores on district and state assessments. Referral packets will be completed and submitted to the 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 enrolled in nonpublic schools or agency programs.

-The nonpublic school or agency makes a written referral to the school district. The Director of Exceptional Student Education forwards the referral to the assigned evaluation specialist. -Prior to the evaluation specialist meeting with personnel from the nonpublic school or agency program, parent permission is obtained for the sharing of information. -The nonpublic school or agency team gathers information concerning attendance, discipline, testing (formal and informal), academic history, social developmental history, medical records, classroom observations and current classroom performance. General education interventions are not required, but are helpful. - Evaluations are completed based on needs identified by the data, as well as school and parent requests. -If the request is for a student who may be gifted, the Exceptional Student Education/Student Services Director or Designee will obtain consent to conduct a Gifted Screening, or other screenings that the team feels are necessary, and obtain teacher input of the Gifted Characteristics. The ESE/SS Director will assign the evaluation to the qualified evaluation specialist.

Describe the district's procedures for requesting an initial evaluation for students who may have disabilities and students who may be gifted who are not enrolled in any school.

-Parents/legal guardians of students not enrolled in any school may contact the Director of Exceptional Student Education or designee to make a referral for an initial evaluation. -The ESE Director will assign public school and/or district personnel to assist the parent/guardian in the referral process and obtain written informed consent for evaluation. -A conference with the parent/guardian is held to determine the concern(s) and identify what interventions have been attempted. Interventions are not a criteria for evaluation, but may be helpful. -The ESE Director will assign an appropriate evaluation specialist to complete the evaluation. -If the request is for a student who may be gifted, the ESE/SS Director or designee will obtain consent to conduct a Gifted Screening, or other screenings that the team feels are necessary, and obtain teacher input of the Gifted Characteristics. The ESE Director will assign the evaluation to the qualified evaluation specialist.

Section H.2: Conducting Student Evaluations and Reevaluations

Statutory and Regulatory Citations

34 CFR §§300.131 and 300.300–300.305

Chapter 490, F.S.

Sections 1003.57 and 1003.575, F.S.

Rules 6A-1.044, 6A-1.0502, 6A-6.03013, 6A-6.03014, 6A-6.03022, 6A-4.0311, 6A-6.0331, and 6A-6.03411, 6A-6.0361 and 6A-10.019, F.A.C.

Definitions

1. Evaluation means procedures used to determine whether a student has a disability or is gifted and in need of specially designed instruction and related services, and the nature and extent of the exceptional student education (ESE) that the student needs.
2. Reevaluation of a student with a disability is the process whereby existing evaluation data about the student is reviewed and additional data collected (if necessary) to determine whether the student continues to have a disability and be in need of specially designed instruction and related services, and the educational needs of the student.

Procedures for Evaluation

1. Responsibility for evaluation

- a. The school district is responsible for conducting a full and individual initial evaluation necessary to determine if the student is eligible for ESE services and to determine the educational needs of the student.
- b. Evaluations are conducted by qualified examiners (e.g., physicians, school psychologists, psychologists, speech language pathologists, teachers, audiologists, and social workers) as evidenced by a valid license or certificate to practice in Florida. In circumstances where the student's medical care is provided by a physician licensed in another state, at the discretion of the school district administrator for exceptional student education, a report of a physician licensed in another state may be accepted for the purpose of evaluation and consideration of eligibility as a student with a disability.
- c. Tests of intellectual functioning are administered and interpreted by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
- d. Unless statutory restrictions apply, the responsibility for determining who is qualified to administer and interpret a particular assessment instrument lies with the local school district. In determining qualified evaluators, districts may consider the following:
 - State Board of Education rules and the requirements of the Individuals with Disabilities Education Act (IDEA)
 - Testing standards (e.g., *Standards for Educational and Psychological Testing*)
 - User qualifications recommended by the publisher in the test manual
 - Level of training, supervision, experience, and certification of the individual administering or interpreting the instrument

2. Evaluation timelines

- a. 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:
 - i. 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.;
 - ii. 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

iii. 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. 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.

c. 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.

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:

i. A biological or adoptive parent of a student

- ii. A foster parent
 - iii. 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)
 - iv. 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
 - v. 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:
- i. 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.
 - ii. 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
 - iii. The group conducting this review may do so without a meeting.
 - iv. 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.
 - v. 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.
 - vi. In conducting an evaluation, the school district:
 - Uses a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student within a data-based problem-solving process, including information about the student's response to evidence-based interventions as applicable, and information provided by the parent. This evaluation data may assist in determining whether the student is eligible for ESE and the content of the student's IEP or EP. The evaluation should include information that enables a student with a disability

to be involved and progress in the general curriculum (or for a preschool child, to participate in appropriate activities) or identifies the needs beyond the general curriculum of a student who is gifted.

- Does not use any single measure or assessment as the sole criterion for determining eligibility or educational programming.
- Uses technically sound instruments that assess the relative contribution of cognitive and behavioral factors, in addition to physical and developmental factors.

b. The school district ensures that assessments and other evaluation materials and procedures used to assess a student:

- Are selected and administered so as not to discriminate on a racial or cultural basis
- Are provided and administered in the student's native language, or other mode of communication, and in the form that most accurately measures what the student knows and can do
- Are used for purposes for which the measures are reliable and valid
- Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments

c. Assessments are selected and administered to best ensure that, if administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level, or whatever other factors the test purports to measure, rather than reflecting the student's sensory, manual, or speaking skills, unless those are the factors being measured.

d. Assessments and other evaluation materials and procedures include measures that assess specific areas of educational need rather than those merely designed to provide a single general intelligence quotient. The school district uses assessment tools and strategies that provide relevant information that directly assists in determining the educational needs of the student.

e. The student is assessed in all areas of the suspected disability, including, if appropriate, health; vision, hearing, social emotional status, general intelligence, academic performance, communicative status, and motor abilities. The evaluation is sufficiently comprehensive to identify all of the student's ESE needs, whether or not commonly linked to the suspected disability.

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

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/Multi-tiered System of Supports packet to the Program Specialist so that an 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 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 ensure that assessments and other data collection procedures are completed within a reasonable time following the reevaluation review, all evaluation specialists and persons responsible for collecting data are required to attend the reevaluation review. Each evaluation specialist (and persons responsible for collecting data) receives a copy of the signed consent for reevaluation. Evaluations will be completed by the designated persons and passed on to the School Psychologist (who will serve as Case Manager for the reevaluation process). The Psychologist will compile the reports and pertinent documents and pass the compilation of information to the Program Specialist who will promptly schedule a Reevaluation Review meeting.

Note: When a parent requests a reevaluation, the school's IEP team may request a meeting with the parent for the purpose of reviewing existing data and to determine what additional data may be needed. The school may then, at that meeting, obtain parental consent for reevaluation, if appropriate. If the parent refuses to meet in a timely manner, the school must send the parent one of the following:

- A Prior Written Notice of Consent for Reevaluation form indicating what assessments will be administered based on the IEP team's review of data, or
- A Prior Written Notice of Refusal.

Describe the district's procedures in place when a parent requests a reevaluation.

When a parent requests a reevaluation, the school's IEP team convenes a meeting with the parent in order to review existing data and to determine what additional data may be needed. Each evaluation specialist (and persons responsible for collecting data) receive a copy of the signed consent for reevaluation. Evaluations will be completed by the designated persons and passed on to the School Psychologist (who will serve as Case Manager for the reevaluation process). The Psychologist will compile the reports and pertinent documents and pass the compilation of information to the Program Specialist who will promptly schedule a Reevaluation Review meeting.

Describe the district's procedures for ensuring that an assistive technology assessment is completed within 60 school days after an IEP team makes the recommendation.

Once a referral for an Assistive Technology (AT) 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.

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** :
 - o Ensure that an IEE is provided at public expense.
 - o Initiate a due process hearing under Rule 6A-6.03311, F.A.C. 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:
 - o 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.
 - o 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.
2. Special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Related services are defined in Rule 6A-6.03411(1)(dd), F.A.C.
3. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
4. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, or modifications.

Curriculum

1. To maximize accessibility to the curriculum, students will access the state standards through appropriate programming, support from special education and regular education teachers, support in the use of assistive technology, and through the use of universal design principals.
2. For all students with disabilities, these supports provide progress toward a standard high school diploma.

Instructional Support

1. Students receive instructional support through specially designed instruction and related services as determined through the IEP process.
2. Teachers are trained in designing and implementing individualized programs to address the learning needs of each student.
3. Teachers are provided with administrative support to assure reasonable class size and workload, adequate funds for materials, and professional development.
4. Teachers instruct students in the unique skills necessary to access and benefit from the core curriculum. These skills may include, but are not limited to, curriculum and learning strategies, compensatory skills, independent functioning, social emotional behavior, use of assistive technology, and communication.
5. A range of service delivery options is available to meet the student's needs: consultation, itinerant instruction, resource room, special class, separate school, residential placement, homebound or hospitalized, and community-based or home-based services.
6. School districts may provide professional development for teachers in coordination with community agencies, the Florida School for the Deaf and the Blind, discretionary projects funded by the Department of Education and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Division of Vocational Rehabilitation, Department of Children and Families, and the Department of Health, Children's Medical Services, as appropriate.

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, 1003.55, and 1003.57, F.S.

Rules 6A-6.03013, 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,
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include **all** of the following:

1. Audiological evaluation
2. Evaluation of developmental skills or academic achievement, including information on the student's academic strengths and weaknesses
3. Evaluation of social development
4. Evaluation of receptive and expressive communication
5. A comprehensive nonverbal assessment of intellectual functioning or developmental scales, if more appropriate, for children under age seven

Selection of assessment instruments shall take into consideration the student's functioning level, degree of hearing loss, and method of communication.

Student Reevaluation

A reevaluation will occur at least every three years and will include at a minimum an audiological evaluation and, if appropriate, any other formal evaluations addressed in the initial evaluation in accordance with the Student Evaluation section above.

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.

- 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.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

1. For an infant or toddler from birth through two years of age, developmental delay is defined as delay in one or more of the following developmental domains: adaptive development; cognitive development; communication development; social or emotional development; or physical development.
2. For a child three through five years of age, developmental delay is defined as a delay in one or more of the following areas: adaptive or self-help development; cognitive development; communication development; social or emotional development; or physical development, including fine, gross, or perceptual motor.

Eligibility Criteria

1. For a child three through five years of age

A child is eligible for specially designed instruction and related services as a student with developmental delay when the following criteria are met:

- a. The child is three through five years of age.
- b. There is documentation of **one** of the following:
 - A score of two standard deviations (SD) below the mean or a 25 percent delay on measures yielding scores in months in at least one area of development
 - A score of 1.5 SD below the mean or a 20 percent delay on measures yielding scores in months in at least two areas of development
 - Based on informed clinical opinion, the eligibility staffing committee makes a recommendation that a developmental delay exists and exceptional student education services are needed
- c. The eligibility staffing committee or multidisciplinary team, which includes the invited parent(s), makes a determination concerning the effects of the environment, cultural differences, or economic disadvantage.

2. For a child birth through two years of age (below 36 months)

An infant or toddler is eligible for exceptional student education when a team of qualified professionals and the parent or guardian, in accordance with Rule 6A-6.0331(6), F.A.C., determine that **all** the following criteria are met:

- a. The child is below the age of 36 months;
- b. There is documentation of **one** of the following:
 - i. 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
 - ii. 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
 - iii. 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. The Florida Diagnostic and Learning Resource Center's 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 is 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:

o Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parent(s); or

o Informed clinical opinion using qualitative and quantitative information to determine the need for early intervention services; and

o 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 diagnosis of visual impairment after best correction;
- d. A progressive loss of vision that may affect the student's ability to function in an educational setting; 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 Rule 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 Rule 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
2. A teacher of the visually impaired, orientation and mobility specialist, or low vision specialist for a functional vision assessment
3. An audiologist for an audiological evaluation

4. A teacher of the deaf or hard-of-hearing, speech and language pathologist, or audiologist for a functional hearing assessment.

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments, including students with dual-sensory impairment, are registered for services from the Florida Instructional Materials Center for the Visually Impaired. Additionally, information regarding all students who are dual-sensory impaired shall be submitted to the state's annual census report for the national child count of students and youth who are both deaf and blind.
2. In accordance with 34 CFR §300.324, students will be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.
3. Orientation and mobility is a related service provided to blind or visually impaired students if determined necessary by the IEP team that enables those students to attain systematic orientation to and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial awareness, use of sensory information to maintain orientation, the use of mobility devices (i.e., long cane, distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.
4. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Model Communication Plan adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner. School districts shall consider the communication and language needs of students who are deaf or hard-of-hearing, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode in accordance with 34 CFR §300.324.
5. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard-of-hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:
 - a. Residual hearing
 - b. Speech reading
 - c. Manual communication systems
 - d. Speech
 - e. Appropriate amplification
6. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.
7. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. School districts are responsible for providing appropriate services for the students. However, appropriate services do not include maintaining, optimizing (i.e., mapping), or replacing cochlear implants.
8. Interpreting services include the following, when used with respect to children who are deaf or hard-of-hearing: oral transliteration services; cued language transliteration services; sign language transliteration and interpreting services; transcription services, such as CART, C-Print, and TypeWell; and special interpreting services, such as an intervener, for children who are deaf-blind.
9. Each learning environment shall have appropriate acoustic treatment, lighting, and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., personal or Soundfield FM systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained, and considered for replacement on a five-year cycle. Visual alarm devices shall be provided in all

areas where students who are deaf or hard-of-hearing may be separated from persons with normal hearing, such as group bathrooms, corridors, specific areas designated for the deaf, etc., in accordance with Rule 6A-2.0010, F.A.C.

10. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually. Additionally, in accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the Division of Blind Services (DBS) may occur for students eligible for DBS services, with parent participation and agreement.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with dual-sensory impairment.

- 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 evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity.

Evidence-Based Interventions in General Education

Prior to an evaluation, the district must meet the general education requirements in Rule 6A-6.0331(1), F.A.C., including the responsibility to implement evidence-based interventions for students requiring additional academic and emotional or behavioral support in the general education environment. General education activities and interventions conducted prior to an evaluation in accordance with Rule 6A-6.0331(1) F.A.C., may be used to satisfy the requirements of Rule 6A-6.03016, F.A.C.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with emotional or behavioral disabilities if the following criteria are met:

1. A student with an emotional or behavioral disability demonstrates an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical, or health (with the exception of mental health) factors; and one or more of the following characteristics:
 - a. Internal factors characterized by:
 - Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends or school work, or mood swings, or erratic behavior; or
 - The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems; or
 - Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or
 - b. External factors characterized by:
 - An inability to build or maintain satisfactory interpersonal relationships with peers, teachers, and other adults in the school setting; or
 - Behaviors that are chronic and disruptive such as noncompliance, verbal or physical aggression, or poorly developed social skills that are manifestations of feelings, symptoms, or behaviors as specified in section 1.a) above.
2. The characteristics described above are present for a minimum of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to or from school, or home and community settings. At least one setting must include school.
3. The student demonstrates a need for special education.
4. In extraordinary circumstances, the general education requirements in Rule 6A-6.0331, F.A.C., and the criteria for eligibility relating to duration and setting described in 2. Above may be waived when immediate intervention is required to address an acute onset of an internal characteristic listed above in 1. a) of the Eligibility Criteria section.

5. The characteristics described below are not indicative of a student with an emotional or behavioral disability:

- a. Normal, temporary (fewer than six months) reactions to life event(s) or crisis, or
- b. Emotional or behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions, or
- c. Social maladjustment unless also found to meet the criteria for an emotional or behavioral disability

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include **all** of the following:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. A medical evaluation must be conducted when it is determined by the administrator of the exceptional student program or the designee that the emotional or behavioral responses may be precipitated by a physical problem.

Unique Philosophical, Curricular, or Instructional Considerations

1. When making a distinction between students with internalized or externalized characteristics, the IEP team will consider these presenting manifestations as they determine the needs of the students when recommending: goals and short-term objectives or benchmarks, if appropriate; specially designed instruction and related services; and the location of such services.
2. Services for students with EBD provide an integrated curriculum of academic, affective, and behavioral interventions. These services are designed to support the improvement of academic and social functioning through academic (e.g., differentiated instruction, mastery learning), affective (e.g., individual or group counseling, parent education and support), and behavioral (e.g., behavior support; consultation from mental health, medical, or other professionals) interventions. Student improvement is measured through continuous progress monitoring of responses to intervention. A critical component of effective EBD services is parent involvement and on-going communication about implementation and outcomes of interventions.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with emotional or behavioral disabilities.

- 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

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

Statutory and Regulatory Citations

34 CFR §300.115

Chapters 458 and 459, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03020, 6A-6.03022, 6A-6.03023, 6A-6.03027 and 6A-6.03028, F.A.C.

Definitions

1. A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition that is acute or catastrophic in nature, 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.

Eligibility Criteria

A student is eligible for educational instruction through homebound or hospitalized services if the following criteria are met:

1. A physician licensed in Florida in accordance with Chapter 458 or 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., 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; and
 - 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; and
 - d. That the student is under medical care for illness or injury that is acute, catastrophic, or chronic in nature; and
 - e. That 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.
2. The student is in kindergarten through twelfth grade and is enrolled in public school, unless the student meets criteria for eligibility under Rules 6A-6.03011, 6A-6.03012, 6A-6.030121, 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, or 6A-6.03027, F.A.C
3. A child is three (3) through (5) years of age and has been determined eligible as a student with a disability in accordance with s. 1003.571, F.S., and Rule 6A-6.03011, 6A-6.03012, 6A-6.030121, 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, 6A-6.03026, 6A-6.03027, or 6A-6.03411, F.A.C.
4. A parent, guardian, or primary caregiver signs a parental agreement concerning homebound or hospitalized policies and parental cooperation.

Student Evaluation

In addition to the provisions of Rule 6A-6.0331(5), F.A.C., the minimum evaluation for determining eligibility shall include the following:

1. A current medical report from a licensed physician, as defined above, describing the following:
 - a. A disabling condition or diagnosis with any medical implications for instruction;
 - b. A statement that the student is unable to attend school;
 - c. The plan of treatment;

- d. Recommendations regarding school re-entry and other school-related activities; and
 - e. An estimated duration of condition or prognosis.
2. The team determining eligibility may require additional evaluation data. This additional evaluation data must be obtained at no cost to the parent.
 3. A physical reexamination and a medical report by a licensed physician or physicians, which may be requested by the administrator of exceptional student education or the administrator's designee on a more frequent basis than annually, 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 obtained at no cost to the parent.

Procedures for Providing an Individual Educational Plan (IEP) or Individualized Family Support Plan (IFSP)

1. The IEP or IFSP shall be developed or revised following determination of eligibility in accordance with this rule.
2. A student may be assigned to both a 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 or IFSP team in accordance with the requirements of Rule 6A-6.03028 or 6A-6.03029, 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, and 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 electronic devices. When the IEP or IFSP team determines that instruction is by telecommunications or electronic 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.
4. Instruction in other specified settings. The IEP or IFSP team may determine that instruction would be best delivered in a mutually agreed upon alternate setting other than the home, or hospital or through telecommunications or electronic devices.
5. Instruction in a school setting on a part-time basis may be appropriate as the student transitions back to the student's regular class schedule, if the IEP or IFSP team determines this meets the student's needs.
6. Services for students in speciality hospitals. In accordance with the requirements of s 1003.57, F.S., eligible students receiving treatment in a children's speciality hospital licensed in accordance with 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. The agreement must ensure the timely provision of seamless educational instruction to students who transition between school districts while receiving treatment in the children's speciality hospital.
7. Notification Agreement. A school district in which a children's speciality hospital is located must enter into an agreement with the hospital that establishes a process by which the hospital must notify the school district of students who may be eligible for educational instruction through homebound or hospitalized services pursuant to s. 1003.57, F.S.

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.

The 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.
2. The level of adaptive functioning is more than two standard deviations below the mean on the adaptive behavior composite or on two out of three domains on a standardized test of adaptive behavior. The adaptive behavior measure shall include parental or guardian input.
3. The level of academic or pre-academic performance on a standardized test is consistent with the performance expected of a student of comparable intellectual functioning.
4. The social developmental history identifies the developmental, familial, medical, health, and environmental factors impacting student functioning and documents the student's functional skills outside of the school environment.
5. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the minimum evaluation for determining eligibility shall include all of the following:
 - a. A standardized individual test of intellectual functioning individually administered by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
 - b. A standardized assessment of adaptive behavior to include parental or guardian input.
 - c. An individually administered standardized test of academic or pre-academic achievement. A standardized developmental scale shall be used when a student's level of functioning cannot be measured by an academic or pre-academic test.
 - d. A social developmental history that has been compiled directly from the parent, guardian, or primary caregiver.
2. Eligibility is determined by a group of qualified professionals and the parent or guardian in accordance with Rule 6A-6.0331, F.A.C. The documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:
 - a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.
 - b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic and intellectual functioning.
 - c. The educationally relevant medical findings, if any.

- d. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.
- e. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusion.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with intellectual disabilities.

- 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:

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 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.
2. The evaluation may also include a neuropsychological evaluation when requested by the exceptional student education administrator or designee.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with traumatic brain injury.

- 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 grade-level standards, in accordance with Rule 6A-1.09401, F.A.C., the student does not achieve adequately for the student's chronological age or does not meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in **one or more** of the following areas based on the review of multiple sources that may include group or individual criterion or norm-referenced measures, including individual diagnostic procedures:

- Oral expression
- Listening comprehension
- Written expression
- Basic reading skills
- Reading fluency skills
- Reading comprehension
- Mathematics calculation
- Mathematics problem solving

The school district has the option of requiring that an individually-administered, standardized test of achievement be administered by a qualified evaluator in accordance with Rule 6A-6.03018(4)(b)2., F.A.C., as one of the evaluation procedures used to address the requirements of Rule 6A-6.03018(4)(a)1., F.A.C.

- The district requires that an individually administered, standardized test of achievement (that addresses the relevant areas of concern as identified by the team) be given by a qualified evaluator after obtaining parental consent for an evaluation.
- The district does not require that an individually administered, standardized test of achievement be given by a qualified evaluator after obtaining parental consent for an evaluation. The team responsible for the evaluation may determine the need for an individually administered, standardized test of achievement on an individual 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 evidence-based interventions that significantly differ in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.
- e. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of

attendance or high mobility rate; classroom behavior; or limited English proficiency

- f. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including the following:
- Documentation of the specific instructional interventions used, the support provided to the individual(s) implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
 - Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation
- g. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion; if it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions

Describe how the district documents a student's response to intervention data to determine eligibility as a student with a specific learning disability, including the progress-monitoring tools used to measure the student's response to intervention and how the team determines the adequacy of the student's response to intervention.

The following document describes the process employed by Gadsden County School District, to document a student's response to intervention to determine the student's eligibility as a student with a Specific Learning Disability (SLD): - Each school has a Student Study Team (SST) comprised of a variety of professionals which includes an Administrator, School Counselor, School Psychologist, Teacher, Behavior Specialist, Reading Coach and/or Math Coach. Moreover, the parent of the student being addressed is also part of the school's Student Study Team (SST). The composition of the team may vary depending on the resources of the school and/or the issues being addressed. This multidisciplinary team meets to problem-solve and address the needs of students. - If a teacher has a concern about a student, they may obtain a Student Study Team (SST) referral form from the School Counselor or other member of the team. -Before a referral is made to the school's Student Study Team (SST), teachers are required to document that they have attempted various strategies within the classroom environment to address the student's needs. Moreover, teachers are also required to indicate that they have made contact with the student's parents whether via telephone or in person, to discuss the area (s) of concern. Parent involvement is considered to be an integral part of the problem-solving process since parents provide us with valuable information about the student such as whether or not the problems have occurred previously, whether there is a family history of learning disabilities, whether or not the student is experiencing or has recently experienced a traumatic situation. Moreover, parents can also give us information about whether or not the student receives outside services, takes a very long time to complete homework assignments and/or becomes frustrated when doing homework assignments. Parents may also reinforce interventions at home and seek additional resources outside of school to help their child. Parent involvement continues throughout the problem-solving process. The parent is invited to attend meetings. If the parent is unable to attend the meeting, they may participate via telephone. Moreover, if because of schedule conflicts, parents are unable to attend meetings or participate in a phone conference, a copy of the conference report is sent home. -Additionally, before a student is referred to the Student Study Team (SST), two professionals are required to observe the student and document their observations of the student within the general education classroom environment. These observations should address academic behaviors such as student's class participation, ability to follow directions, assignment completion and other academic behaviors. -Once these initial steps are completed, the student is referred to the Student Study Team (SST) where data regarding the student's specific area (s) of needs are addressed. In addition to addressing the student's particular area of need, additional information is reviewed/analyzed at the SST meeting. The team reviews existing data such as anecdotal records, social, psychological, medical, and achievement records. Moreover, results of vision and hearing screenings are also reviewed. If vision/hearing screenings are more than 12 months old, updated vision/hearing screenings are requested. If sensory deficits are evident, parents are notified by letter and are requested to consult with a medical professional to further address their child's needs. Attendance data is also reviewed. If the student has an absenteeism rate greater than 20%, the student's attendance must be addressed. Based on the compiled data: -The problem is defined. -Solutions to the problem are brainstormed by the team. -Scientifically-based interventions are discussed and put into place based on the student's needs. Section 6A-6.0331 contains the steps required to develop effective interventions within the Problem Solving/Response to Intervention model. The use of these steps will ensure the development, implementation, and evaluation of evidence-based instruction and interventions. Interventions with the greatest potential for success are chosen. -A Plan of Action is developed that outlines the implementation of the specific intervention(s) targeted by the team. -Interventions are documented, monitored and assessed for outcomes. Interventions should be implemented for a reasonable period of time and with a level of intensity that matches the student's needs. The student's progress should be monitored and reported to the parents. The district has not developed standard timelines for interventions. This is because the length of time necessary to respond to interventions may vary based on the child's age, skill area, and skill complexity. Progress monitoring tools may include but are not limited to: FAIR Data, IREADY, Florida Standards Assessment, Weekly Curriculum Assessments. If a student responds positively to the intervention, the interventions should be continued. If a student is improving, but still continues to be performing at a rate significantly below that of his/her peers, it is likely that the intensity of the intervention should be increased. If the student is responding poorly to selected interventions, alternative interventions should be implemented. -Fidelity checks are completed to determine intervention fidelity. Each team has assigned personnel to monitor the fidelity of interventions within their school. -Using the GTIPS Model, comparisons are made between the student's performance and that of peers (students in their school, class, socioeconomic level and ethnicity). These comparisons help to determine if the achievement gap is closing. -Graphs are created that illustrate the student's level of response to intervention. The graphs and data show how the student is progressing. The graphs and collection of data show expected response or inadequate response to interventions. -The team continues to review trajectory of improvement or lack thereof and determines whether or not to move to more intensive interventions. -Based on the data, the team will determine what specialized instruction and supports are needed in order for the student to achieve grade level expectations. -Prior to a request for an evaluation, the school's Student Study Team (SST) must make one of the following determinations and include appropriate documentation indicating that general education intervention procedures have been implemented as required under 6A-6.0331 and indicate that the student should be considered for eligibility for Exceptional Student Education; or the nature and severity of the student's areas of concern make the general education

interventions inappropriate in addressing the immediate needs of the student. -The determination of whether the student suspected of having a specific learning disability is a student who is in need of specially designed instruction and related services and meets the eligibility criteria is made by the student's parents/guardians and a group of qualified professionals including the student's general education teacher, school psychologist, program specialist, and an exceptional student education teacher. Results of the comprehensive evaluation are reviewed. Graphs that document the student's response to intervention, as well as a summary using the GTIPs model are also reviewed. Written evidence of the team's determination of eligibility is documented which indicates that the student has either failed to respond to scientific interventions, or that the intensity of support required by this student to make progress within the general education classroom environment, make them eligible for special education services. Each member of the team is required to sign the Summary form indicating their agreement with the determination of the group. Team members who do not agree with the conclusions of the group must submit a separate statement presenting his/her conclusions.

Describe how parents are engaged as team members in the problem-solving process (include the frequency and graphic format for sharing student progress data with parents).

Parents are viewed as an integral member of the Student Study Team (SST). Parents are involved throughout the entire process. They are provided with written notice at least ten days in advance for all meetings and allowed the opportunity to reschedule at a more convenient time if necessary, or participate via telephone. During each Student Study Team meeting data will be shared with parents, typically data will be shared with parents every four to six weeks. However the SST may meet and share data with parents more often if needed as determined by student need. parents are provided with information about their child's academic performance and progress on classroom assignments and standardized tests. They are also provided with anecdotal data about their general performance (level of motivation, ability to retain information, attendance, on-task/off-task behaviors). Additionally, they are provided with graphs that indicate their child's performance in comparison to other classmates, their performance relative to a target score, and a trend line that illustrates whether or not the student is making progress, maintaining their level of performance, or regressing.

Describe the types of data used to make comparisons to other students and how teams determine the findings are not primarily due to the exclusionary factors outlined in Rule 6A-6.03018, F.A.C., lack of instruction in reading or math or limited English proficiency.

During the Student Study Team process, data from several sources are analyzed. Classroom observations are completed by two individuals who are very familiar with the student's performance, and discussed during the SST meeting. Data is compiled and comparisons are made with the student's performance in comparison to their classmates on standardized measures such as the FAIR and FSA. The student is compared to other students in the district, their classmates, grade level peers in their school, and members of their socioeconomic and ethnic group. These comparisons are documented on the district's working tool. Student attendance data is compiled and accessed using the district database system (Skyward). Using the District's Attendance Policy, the team determines if the student has been in attendance for a sufficient amount of time to receive appropriate instruction. If the student has missed more than the stipulated amount of time, the team will address attendance concerns prior to a determination of a learning disability. Moreover, students that are English Language Learners (ELL) are assessed on their English language proficiency using a variety of measures to distinguish between language acquisition concerns and a learning disability. If however, the student has not obtained English language proficiency but team still has concerns with the student's academic ability, a referral is made to Florida State University for a bi-lingual evaluation.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with specific learning disabilities.

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.306 and 300.34

Sections 1003.01, 1003.57, 1012.44 and 1011.62, F.S.

Chapters 456, 458, 459, and 468, Part I, F.S. Rules 6A-4.0176, 6A-4.01761, 6A-6.03012, 6A-6.03028, 6A-6.0331, 6A-6.03411, and 64B20-2.001, 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 exceptional student education 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 Rules 6A-6.03012 and 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

In addition to Rule 6A-6.03012, F.A.C., the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented. The provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluation for prekindergarten children who are below mandatory school attendance ages and not enrolled in kindergarten must be met. In addition, the following must be included for each disorder:

1. For a speech sound disorder, the evaluation must include all of the following:

- a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of speech characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
- b. Documented and dated observation(s) of the student's speech characteristics conducted by a speech-language pathologist to examine the student's speech characteristics during connected speech or conversation. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.
- c. An examination of the oral mechanism structure and function.
- d. One or more standardized, norm-referenced instruments designed to measure speech sound production administered to determine the type and severity of the speech sound errors and whether the errors are articulation (phonetic) or phonological (phonemic) in nature.

2. For a fluency disorder, the evaluation must include all of the following:

- a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, to address the following areas regarding the speech behaviors: motor aspects, student's attitude, social impact, and

educational impact. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

- b. A minimum of two documented and dated observations of the student's speech and secondary behaviors conducted by a speech-language pathologist in more than one setting, including the typical learning environment. For prekindergarten children, the observations may occur in an environment or situation appropriate for a child of that chronological age. Observations conducted prior to obtaining consent for evaluation may be used to meet this criterion, if the activities address the areas identified in subsection d) below.
- c. An examination of the oral mechanism structure and function.
- d. An assessment of all of the following areas:
 - Motor aspects of the speech behaviors
 - Student's attitude regarding the speech behaviors
 - Social impact of the speech behaviors
 - Educational impact of the speech behaviors
- e. A speech sample of a minimum of 300–500 words collected and analyzed to determine frequency, duration, and type of dysfluent speech behaviors. If the speech-language pathologist is unable to obtain a speech sample of a minimum of 300–500 words, a smaller sample may be collected and analyzed. The evaluation report must document the rationale for collection and analysis of a smaller sample, the results obtained, and the basis for recommendations.

3. For a voice disorder, the evaluation must include all of the following:

- a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of voice characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
- b. Documented and dated observation(s) of the student's voice characteristics conducted by a speech-language pathologist in one or more setting(s), which must include the typical learning environment. For prekindergarten children, the observation(s) may occur in an environment or situation appropriate for a child of that chronological age. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.
- c. An examination of the oral mechanism structure and function.
- d. A report of a medical examination of laryngeal structure and function conducted by a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C. The physician's report must provide a description of the state of the vocal mechanism and any medical implications for therapeutic intervention.

Unique Philosophical, Curricular, or Instructional Considerations

1. Speech services

- a. A group of qualified professionals determining eligibility under requirements of Rules 6A-6.03012 and 6A-6.0331(6), F.A.C., must include a speech-language pathologist.
- b. A speech-language pathologist shall be involved in the development of the individual educational plan for students eligible for speech services, whether as special education or as a related service for an otherwise eligible student with a disability as specified in Rule 6A-6.03012, F.A.C.
- c. Speech therapy services shall be provided by a certified speech-language pathologist pursuant to Rule 6A-4.0176, F.A.C., or a licensed speech-language pathologist pursuant to Chapter 468, F.S., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.
- d. 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.

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:

- o The model, specifying the type and amount of direction, including direct observation, support, training, and instruction
- o The rationale for using this model
- o The manner in which the associate will be required to demonstrate competency
- o The process for monitoring the quality of services
- o The process for measuring student progress
- o 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.

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.306 and 300.34

Chapters 456 and 468, Part I, F.S.

Sections 1003.01, 1003.57, 1011.62 and 1012.44, F.S.

Rules 6A-1.09401, 6A-4.0176, 6A-4.01761, 6A-6.0331, 6A-6.030121, 6A-6.03028, 6A-6.03411, and 64B20-2.001, F.A.C.

Definitions

Language impairments are disorders of language that interfere with communication, adversely affect performance or functioning in the student's typical learning environment, and result in the need for exceptional student education. A language impairment is defined as a disorder in one or more of the basic learning processes involved in understanding or in using spoken or written language. These include:

1. **Phonology.** Phonology is defined as the sound systems of a language and the linguistic conventions of a language that guide the sound selection and sound combinations used to convey meaning.
2. **Morphology.** Morphology is defined as the system that governs the internal structure of words and the construction of word forms.
3. **Syntax.** Syntax is defined as the system governing the order and combination of words to form sentences, and the relationships among the elements within a sentence.
4. **Semantics.** Semantics is defined as the system that governs the meanings of words and sentences.
5. **Pragmatics.** Pragmatics is defined as the system that combines language components in functional and socially appropriate communication.

The language impairment may manifest in significant difficulties affecting listening comprehension, oral expression, social interaction, reading, writing, or spelling. A language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

1. For prekindergarten children

A prekindergarten child is eligible as a student with a language impairment in need of exceptional student education 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) indicate a significant language deficit in one or more of the areas listed in 1.– 5. of the Definitions section 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. 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 exceptional student education 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 1. a. of this section when using a process based on the student's response to scientific, research-based intervention.
- c. Evidence of a language impairment is documented based on a comprehensive language evaluation, including all evaluation procedures as specified for students in kindergarten through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section of this document. There must be documentation of all of the following:
 - i. Documented and dated observations show evidence of significant language deficits that interfere with the student's performance or functioning in the educational environment.
 - ii. Results of standardized norm-referenced instrument(s) indicate a significant language deficit in one or more of the areas listed in 1.–5. of the Definitions section 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. Significance of the deficit(s) must be determined and based on specifications in the manual of the instrument(s) utilized for evaluation purposes.
 - iii. Information gathered from the student's parent(s) or guardian(s), teacher(s), and, when appropriate, the student, must support the results of the standardized instruments and observations conducted.
 - iv. At least one additional observation conducted by the speech-language pathologist when the language impairment is due to a deficit in pragmatic language and cannot be verified by the use of standardized instrument(s). The language impairment may be established through the results of the evaluation procedures as specified in the evaluation procedures for students in kindergarten through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section of this document, and the additional observation(s) conducted subsequent to obtaining consent for evaluation as part of a comprehensive language evaluation. The evaluation report must document the evaluation procedures used, including the group's rationale for overriding results from standardized instruments, the results obtained, and the basis for recommendations. The information gathered from the student's parent(s) or 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 2.a of this section 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 all of 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 all of the following:

- a. In order to ensure that the decreased performance or functioning of a student suspected of having a language impairment is not due to lack of appropriate instruction, the minimum evaluation procedures must include all of the following:
 - i. Review of data that demonstrate the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified area(s) of concern and delivered by qualified personnel in general or exceptional education settings.
 - ii. Data-based documentation, which was provided to the student's parent(s) or guardian(s), of repeated measures of performance or functioning at reasonable intervals, communicated in an understandable format, reflecting the student's response to intervention during instruction.
 - iii. Information gathered from the student's parent(s) or 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 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 Rule 6A-6.030121, F.A.C. and Rule 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. 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., and Rule 64B20-2.001, F.A.C., or a speech-language

associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.

4. 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.

5. Speech-language associate

- a. Language therapy services provided by a speech-language associate as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed speech-language pathologist with a master's degree or higher in speech-language pathology. Services under this subsection can be provided for a period of three years as described in Section 1012.44, F.S., in districts that qualify for the 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.

- 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.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.
 - c. A student who has a visual impairment after best correction that adversely affects the student's educational performance and
 - d. A student who has been diagnosed with a progressive condition that will most likely result in a visual impairment or no vision after best correction.

Eligibility Criteria

A student is eligible for special education and related services if the following medical and educational criteria are met:

1. A licensed ophthalmologist or optometrist has documented an eye condition that causes an impairment as manifested by at least one of the following:
 - a. A visual acuity of 20/70 or less in the better eye after best possible correction;
 - b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;
 - c. A diagnosis of visual impairment after best correction, or
 - d. A progressive loss of vision that may affect the student's ability to function in an educational setting.
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, prescribed low-vision aids, or use of glasses or contact lenses, as appropriate.
2. For children birth to five years of age or students who are otherwise unable to be assessed, a medical assessment describing visual functioning shall be documented when standard visual acuities and measure of field of vision are unattainable.
3. A comprehensive assessment of skills known to be impacted by visual impairment, which shall include, but is not limited to:
 - a. A functional vision evaluation that includes an assessment of skills known to be impacted by vision impairment that are aligned with the special skills references in Rule 6A-1.09401, F.A.C., and include assistive technology, compensatory skills, career education, recreation and leisure, sensory efficiency, self-determination, social skills, and independent living;
 - b. A learning media assessment; and
 - c. An orientation and mobility screening.

Reevaluation

1. Reevaluation shall occur at least every three years and shall include a minimum of a medical eye examination within the last calendar year, a comprehensive assessment of skills known to be impacted by visual impairment as required for determining initial eligibility; and, if appropriate, any other formal evaluations addressed in the initial evaluation in accordance with Rule 6A-6.0331, F.A.C.
2. The medical aspect of a reevaluation for students with bilateral anophthalmia may be waived by a written recommendation of a physician.

Specialized Evaluations: Qualified Evaluators

The following specialized evaluations are required to be administered by the individuals listed. All evaluators must hold a valid license or certificate in the state of Florida, in accordance with Rule 6A-6.0331, F.A.C., or a report form is provided from a physician licensed in another state as permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C.

1. Medical eye exam: ophthalmologist or optometrist
2. Functional vision assessment: teacher of the visually impaired, orientation and mobility specialist, or low vision specialist
3. Learning Media Assessment: teacher of the visually impaired
4. Orientation and mobility (as appropriate): orientation and mobility specialist

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments are registered for services from the Florida Instructional Materials Center for the Visually Impaired. Students will be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.
2. Orientation and mobility is a related service, provided to blind or visually impaired students by qualified personnel if the IEP team determines that it is necessary in order for the student to benefit from specially designed instruction, that enables the student to attain systematic orientation to and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial awareness, use of sensory information to maintain orientation, the use of mobility devices (i.e., long cane, distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.
3. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually. Additionally, in accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the 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 visual impairments.

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

Statutory and Regulatory Citations

34 CFR §300.34

Chapters 456 and 468, Part III, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and Chapter 64B-11, F.A.C.

Definitions

1. Occupational therapy means services provided by a licensed occupational therapist and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation; improving ability to perform tasks for independent functioning if functions are impaired or lost; and preventing, through early intervention, initial or further impairment or loss of function.
2. Related service provider means the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service.

Assessments

As defined in S.468.203, F.S., prior to the provision of occupational therapy, assessments shall be conducted by the related service provider as defined in the Occupational Therapy Practice Act, s. 468.203, F.S. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service as defined in s. 1003.01(3)(b), F.S., and Rule 6A-6.03411(1)(dd)3.f., F.A.C.

Determination of Need for Occupational Therapy

To determine need for occupational therapy as a related service the individual educational plan (IEP), the educational plan (EP), or the individualized family support plan (IFSP) team shall do the following:

1. Review assessments conducted by the related service provider and all other relevant data.
2. Determine if occupational therapy services are needed to assist a student to benefit from specially designed instruction.
3. Include input from the occupational therapist to assist the IEP, EP, or IFSP team when the educational need for occupational therapy as a related service is being determined

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team when:
 - a. The educational need for occupational therapy as a related service is being determined, and
 - b. A student who is receiving occupational therapy as a related service is being reviewed by the IEP, EP, or IFSP team.
2. Once the educational need for occupational therapy has been determined in accordance with the provisions of this rule, a plan of treatment as referenced in s.468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP, or IFSP.
3. Pursuant to s. 468.203, F.S., occupational therapy:
 - a. May be provided by either a licensed occupational therapist or a licensed occupational therapy assistant.
 - b. The occupational therapy assistant is supervised by the licensed occupational therapist.
 - c. The licensed occupational therapist provides both initial direction in developing a plan of treatment and periodic inspection of the actual implementation of the plan. Such plan of treatment shall not be altered by the supervised individual without prior consultation with, and the approval of, the supervising occupational therapist.

- d. The supervising occupational therapist need not always be physically present or on the premises when the assistant is performing services. However, except in cases of emergency, supervision shall require the availability of the supervising occupational therapist for consultation with and direction of the supervised individual.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who need occupational therapy.

- 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.17: Provision of Physical Therapy to Exceptional Students as a Related Service

Statutory and Regulatory Citations

34 CFR §300.34

Chapters 456, 458, 459, 461, 466 and 486, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and 64B17-6.001, F.A.C.

Definitions

1. Physical therapy means services provided by a licensed physical therapist.
2. Related service provider means the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service.

Assessments

As defined in s. 486.021, F.S., prior to the provision of physical therapy, assessments shall be conducted by the related service provider as defined in the Physical Therapy Practice Act, Chapter 486, s. 486.021, F.S. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service as defined in s. 1003.01(3)(b), F.S., and Rule 6A-6.03411(1)(dd)3.i., F.A.C.

Determination of Need for Physical Therapy

To determine need for physical therapy as a related service the individual educational plan (IEP), the educational plan (EP), or the individualized family support plan (IFSP) team shall do the following:

1. Review assessments conducted by the related service provider and all other relevant data.
2. Determine if physical therapy services are needed to assist a student to benefit from specially designed instruction.
3. Include input from the physical therapist to assist the IEP, EP, or the IFSP team when the educational need for physical therapy as a related service is being determined.

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team when:
 - a. The educational need for physical therapy as a related service is being determined, and
 - b. A student who is receiving physical therapy as a related service is being reviewed by the IEP, EP, or IFSP team.
2. Once the educational need for physical therapy has been determined in accordance with the provisions of this rule, a plan of treatment as referenced in s. 468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP, or IFSP.
3. Pursuant to s. 486.021, F.S., physical therapy may be provided by either a licensed physical therapist or a licensed physical therapist assistant, who is under the general supervision of a physical therapist. The supervision of a physical therapist assistant shall not require on-site supervision by the physical therapist.
4. Pursuant to Rule 64B17-6.001, F.A.C., the supervising physical therapist shall be:
 - a. Accessible at all times by two-way communication, which enables the physical therapist to respond to an inquiry when made and to be readily available for consultation during the delivery of care.
 - b. Within the same geographic location as the assistant.
 - c. Provided both initial direction in developing a plan of treatment and ensuring the plan is appropriately implemented on a consistent basis. The supervised individual cannot change the plan of treatment without prior consultation with, and the

approval of, the supervising physical therapist.

- d. Readily available to the physical therapist assistant with emphasis placed on directing the assistant through frequent reporting, both verbal and written and frequent observations of the care rendered.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who need physical therapy.

- 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 C: Individual Educational Plan

Statutory and Regulatory Citations

34 CFR §§300.29, 300.106, 300.110, 300.320 through 300.328, and 300.503

Sections 1001.02, 1002.3105, 1003.01, 1003.4203, 1003.4282, 1003.4285, 1003.57, 1003.5715, 1003.5716, 1003.572, 1008.22 and 1008.212, F.S.

Rules 6A-1.0943, 6A-1.09441, 6A-1.0996, 6A-1.09963 6A-6.03028, 6A-6.0311 through 6A-6.0361 and 6A-6.03311, F.A.C.

Definition

An IEP is a written statement for a student with a disability that is developed, reviewed, and revised in accordance with Rule 6A-6.03028, F.A.C. Parents are partners with schools and district personnel in developing, reviewing, and revising the IEP. The procedures for the development of IEPs for students with disabilities are as follows:

Note: Since an EP is defined in Rule 6A-6.030191, F.A.C., as being developed for students identified solely as gifted, an IEP rather than an EP is developed for students who are gifted and have also been identified as having a disability.

Procedures

1. Role of parents

The role of the parents in developing IEPs includes, but is not limited to:

- a. Providing critical information regarding the strengths of their student;
- b. Expressing their concerns for enhancing the education of their student so that their student can receive FAPE;
- c. Participating in discussions about the student's need for special education and related services;
- d. Participating in deciding how the student will be involved and progress in the general curriculum, including participation in state and district assessments;
- e. Participating in the determination of what services the district will provide to their student and in what setting;
- f. Participating in the determination of which course of study leading to a standard diploma the student will pursue, consistent with s. 1003.4282, F.S., to include a course of study leading to a Scholar or Merit designation in accordance with s. 1003.4285, F.S.

2. Parent participation in IEP team meetings

The district shall establish procedures that provide for parents, guardians, surrogate parents, or persons acting in loco parentis to participate in decisions concerning the individual educational plan. Parents of each student with a disability must be members of any group that makes decisions on the educational placement of their child.

- a. In order to ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting:
 - Parents are notified of the meeting early enough to ensure that they have an opportunity to attend
 - The meeting is scheduled at a mutually agreed upon time and place
- b. A written notice to the parent indicates the purpose; time; location of the meeting; who, by title or position, will be in attendance; and includes a statement informing the parents that they have the right to invite individuals with special knowledge or expertise about their child.
 - Parents may also request that a Part C service coordinator or other representative of the Part C system be invited to attend the initial IEP team meeting for a child previously receiving early intervention services under Part C of IDEA.
 - Decisions as to which particular teacher(s) or special education provider(s) are members of the IEP team are made by the district, based on the needs of the student.

- The written notice to the parent clearly indicates which persons invited to the IEP team meeting are required members of the team and, thus, would require excusal as described in subsection 4. below.
Any time an IEP team meeting is convened for the purpose of reviewing or changing a student's IEP as it relates to administration of the Florida Alternate Assessment and the provision of instruction in the state standards access points curriculum, or placement of the student in an exceptional student education center, the school must provide the notice to the parent at least 10 days prior to the meeting.
- c. No later than the first IEP to be in effect when the student attains the age of 14 (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be to identify transition services needs of the student and that the district will invite the student.
- d. Not later than the first IEP to be in effect when the student turns 16 (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be consideration of the postsecondary and career goals and transition services for the student, that the district will invite the student and will identify any other agency that will be invited to send a representative to the meeting.
- e. If neither parent can attend, the district uses other methods to ensure parent participation, including individual or conference telephone calls or video conferencing.
- f. A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parent. In this case, the district maintains a record of its attempts to arrange a mutually agreed upon time and place. These records include such items as:
 - Detailed records of telephone calls made or attempted, and the results of those calls
 - Copies of correspondence sent to the parents and any responses received
 - Detailed records of visits made to the parents' home or place of employment, and the results of those visits
- g. The district takes whatever action is necessary to ensure that the parents, and the student when the student is the age of 14, understand the proceedings at a meeting, including arranging for an interpreter for parents and students who are deaf or whose native language is other than English.
- h. A meeting does not include informal or unscheduled conversations involving school district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.
- i. The district provides the parent with a copy of the IEP at no cost to the parent.

3. IEP team participants

The IEP team, with a reasonable number of participants, shall include:

- a. The parents of the student
- b. At least one regular education teacher of the student, if the student is or may be participating in the regular education environment; the regular education teacher of a student with a disability participates, to the extent appropriate, in the development, review, and revision of the student's IEP, including assisting in the determination of:
 - Appropriate positive behavioral interventions and supports and other strategies for the student
 - Supplementary aids and services, classroom accommodations, modifications, or supports for school personnel to be provided for the student
- c. At least one special education teacher of the student, or, where appropriate, one special education provider of the student
- d. A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities, is knowledgeable about the general curriculum, and is knowledgeable about the availability of resources of the district; at the discretion of the district, the student's special education teacher may be designated to also serve as the representative of the district if the teacher meets these requirements

- e. An individual who can interpret the instructional implications of evaluation results; this role may be fulfilled by another member of the IEP team
- f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel; the determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IEP team meeting
- g. The student, if appropriate, and in all cases where a purpose of the meeting will be the identification of the student's transition services needs or consideration of postsecondary and career goals for the student and the transition services needed to assist the student in reaching those goals; if the student does not attend the IEP team meeting to identify transition services needs or consider postsecondary and career goals and transition services, the district takes other steps to ensure that the student's preferences and interests are considered
- h. Agency representatives— To the extent appropriate and with the consent of the parents or a student who has reached the age of majority, the school district will invite a representative of any participating agency that may be responsible for providing or paying for transition services; parental consent or the consent of the student who has reached the age of majority must also be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services
- i. In the case of a student who was previously served and received early intervention services under Part C of the IDEA, the Part C service coordinator or other representatives of the Part C system must be invited to the initial IEP team meeting, at the request of the parent, to assist with the smooth transition of services
- j. The district will determine the specific personnel to fill the roles

4. IEP team member excusal

- a. A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree, in writing, that the attendance of the member is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.
- b. A member of the IEP team also may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if the parent, in writing, and the school district consent to the excusal and the member submits, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting.
- c. The district has designated the following individual(s), by name or position, as having the authority to make the agreement with the parent, or provide consent on behalf of the district, to excuse an IEP team member from attending an IEP team meeting.

Identify the individual(s), by name or position, who have been granted this authority.

District Director of Exceptional Student Education or Designee, and School Administrator or Designee.

- d. If a required IEP team member is unable to attend the meeting as scheduled, the parent can agree to continue with the meeting and request an additional meeting if more information is needed, or request that the meeting be rescheduled.

5. Transition of children with disabilities from the infants and toddlers early intervention program

- a. An IEP or an IFSP must be developed and implemented by the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities.
- b. Each school district shall participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.
- c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

6. IEP timelines

Timelines for IEPs include the following:

- a. An IEP that has been reviewed, and, if appropriate, revised periodically, but not less than annually, must be in effect at the beginning of each school year for each eligible student with a disability within the district's jurisdiction.
- b. An IEP must be developed within 30 calendar days following the determination of a student's eligibility for special education and related services and be in effect prior to the provision of these services.
- c. A meeting shall be held at least annually to review, and revise, as appropriate, each IEP.

7. Considerations in IEP development, review, and revision

The IEP team considers the following factors in the development, review, and revision of the IEP:

- a. Strengths of the student and concerns of the parents for enhancing the education of their child
- b. Results of the initial or most recent evaluation or reevaluation
- c. As appropriate, results of the student's performance on state or districtwide assessments
- d. Academic, developmental, and functional needs of the student
- e. In the case of a student whose behavior impedes the student's learning or the learning of others, strategies, including the use of positive behavioral interventions, supports, and other strategies to address that behavior
- f. In the case of a student with limited English proficiency, the language needs of the student as related to the IEP
- g. In the case of a student who is blind or visually impaired, provision of instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the student's reading and writing skills, needs, including future needs and appropriate reading and writing media (including an evaluation of the student's future need for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student
- h. The communication needs of the student
- i. In the case of a student who is deaf or hard-of-hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Communication Plan form (available at firules.org/gateway/reference.asp?no=ref-04776) adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner.
- j. Whether the student requires assistive technology devices or services; on a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or other settings is required if the IEP team determines that the student needs access to those devices in order to receive FAPE
- k. At least annually, whether extended school year (ESY) services are necessary for the provision of FAPE to the student if the IEP team determines, on an individual basis, that the services are necessary; school districts may not limit ESY to particular categories of a disability or unilaterally limit the type, amount, or duration of those services.
 - Pursuant to 34 CFR §300.106, ESY services must be considered by the IEP or individualized family support plan (IFSP) team as part of the provision of FAPE for students with disabilities. ESY is special education and related services that are provided to a student with a disability beyond the normal school year of the public agency, in accordance with the child's IEP or IFSP and at no cost to the parent of the child and meets the standards of the state educational agency (SEA).
 - ESY is not intended to provide education beyond that which has been determined necessary by the IEP or IFSP team to ensure FAPE. In many cases, not all of the services specified in an individual student's IEP or IFSP for the school year need to be provided as part of ESY services.

- Parental requests for ESY services must be considered. However, if ESY services are requested by the parent and the IEP or IFSP team does not determine the provision of the requested ESY services as necessary for the provision of FAPE, then a written informed notice of refusal must be provided.

Describe the district's procedures for determining the need for ESY services for individual students.

Decisions of eligibility for ESY services are made by an IEP or FSP team. Criteria that is used to determine whether a student is eligible for ESY services include, but are not limited to: •Regression/recoupment •Critical point of instruction •Emerging skills •Nature or severity of disability •Interfering behaviors •Rate of progress •Special circumstances (e.g., transition from school to work) During the IEP or FSP team meeting, a variety of criteria or factors are considered, in order to ensure provision of FAPE. An ESY Checklist is used to document the factors that were considered. The eligibility decision is documented on the signature page of the IEP or FSP. Student progress is monitored using daily classroom assignments, weekly assessments as well as standardized assessments. Based on a student's performance, the IEP team may reconvene and review additional data to determine the student's eligibility for ESY services.

Describe the district's procedures for informing staff that varying amounts, types and durations of ESY services are possible based on the individual needs of a student. (Any predetermination or set policy on the amount of time ESY will be provided is contrary to the regulations.)

During Policies and Procedures Trainings, IEP Trainings, ESE Updates, etc., District and School-based staff are informed that varying amounts, types and durations of ESY services are possible based on the individual needs of a student. During trainings staff receive information which includes (but not limited to): •Eligibility for ESY services and/or the duration of services cannot be limited based on the type or the degree of disability. •The fact that a student has made progress toward annual goals or has met annual goals during the school year does not exclude a student from receiving ESY services. •ESY services cannot be based on a predetermination or set policy on the amount of time ESY will be provided. .Various service delivery models are discussed (as appropriate) during IEP meetings. The service delivery models are monitored by ESE Program Specialists and the ESE Director. .During the IEP or FSP team meeting, a variety of criteria or factors are considered, in order to ensure provision of FAPE. An ESY Checklist is used to document the factors that were considered. The eligibility decision is documented on the signature page of the IEP or FSP. Student progress is monitored using daily classroom assignments, weekly assessments as well as standardized assessments. Based on a student's performance, the IEP team may reconvene and review additional data to determine the student's eligibility for ESY services. Once the IEP team has made the eligibility determination for ESY services. The ESE Program Specialists and ESE Director monitor implementation of services.

- I. If, after considering all the factors mentioned above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation, or other modification, in order to receive FAPE, the IEP includes a statement to that effect

8. Content of the IEP

Each IEP must include the following:

- a. A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum, or for prekindergarten children, as appropriate, how the disability affects the student's participation in appropriate activities.
- b. A statement of measurable annual goals, including academic and functional goals designed to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general curriculum or for preschool children, as appropriate, to participate in appropriate activities and meeting each of the student's other educational needs that result from the student's disability.
- c. A description of benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to alternate achievement standards, or any other student with a disability, at the discretion of the IEP team.
- d. A statement of the special education and related services, and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student.
- e. A statement of the classroom accommodations, modifications, or supports for school personnel that will be provided for the student to advance appropriately toward attaining the annual goals; be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; and to be educated and participate with other students with

disabilities and nondisabled students in the activities described in this section. (A parent must provide signed consent for a student to receive instructional accommodations that would not be permitted on the statewide assessments and must acknowledge in writing that he or she understands the implications of such accommodations.)

- f. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class or in the activities described above.
- g. A statement addressing any individual appropriate accommodations necessary to measure the academic achievement and functional performance of the student on the statewide, standardized assessments or district assessments.
Accommodations that negate the validity of a statewide assessment are not allowable in accordance with s. 1008.22, F.S. If the IEP team determines that the student will take the Florida Alternate Assessment instead of other statewide, standardized assessments or an alternate district assessment of student achievement, the IEP must include a statement of why the student cannot participate in other statewide, standardized assessments or district assessments and, if applicable why the particular district alternate assessment selected is appropriate for the student. If a student does not participate in the statewide, standardized assessment program as a result of being granted an extraordinary exemption in accordance with s. 1008.212, F.S., or a medically complex exemption in accordance with s. 1008.22(9), F.S., the district must notify the student's parent and provide the parent with information regarding the implications of such nonparticipation in accordance with s. 1008.22(3), F.S.
- h. The projected date for the beginning of the special education, services, accommodations, and modifications described and the anticipated frequency, location, and duration of those services.
- i. A statement of how the student's progress toward meeting the annual goals will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- j. A statement to identify any Career and Professional Education (CAPE) Digital Tools certificates and CAPE industry certifications the student seeks to attain before high school graduation.

9. Transitional needs addressed within IEP

- a. Before attaining the age of 14 years, in order to ensure quality transition planning and services, IEP teams shall begin the process of identifying transition services needs of students with disabilities, to include the following:
 - A statement of intent to pursue a standard high school diploma pursuant to s.1003.4282(1)-(9), (11), F.S., and a Scholar or Merit designation in accordance with s. 1003.425, F.S., as determined by the parent;
 - The preparation needed for the student to graduate from high school with a standard diploma and a Scholar or Merit diploma designation as determined by the parent; and
 - Consideration of the student's need for instruction or the provision of information in the area of self-determination and self-advocacy to assist the student to be able to actively and effectively participate in IEP meetings, so that needed postsecondary and career goals may be identified and in place by age 16 years.
- b. Beginning not later than the first IEP to be in effect when the student attains the age of 16, or younger if determined appropriate by the parent and the IEP team, the IEP must include the following statements that must be updated annually:
 - A statement of intent to receive a standard high school diploma before the student attains the age of 22 and a description of how the student will fully meet the requirements in s. 1003.4282, F.S. This requirement does not apply if the student entered Grade 9 prior to the 2014-2015 school year and is pursuing a special diploma in accordance with the student's IEP;
 - A statement of the outcomes and the additional benefits expected by the parent and the IEP team at the time of the student's graduation.
 - A statement of appropriate measurable long-term postsecondary education and career goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills and the transition services, including courses of study needed to assist the student in reaching those goals.

- If a participating agency responsible for transition services, other than the school district, fails to provide the transition services described in the IEP, the school district shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP. However, this does not relieve any participating agency, including the Division of Vocational Rehabilitation Services (VR), of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

- c. Any change in the IEP for the goals specified in b) must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided in s. 1003.572.
- d. Beginning at least one year before the student's eighteenth birthday, a statement that the student has been informed of his or her rights that will transfer from the parent to the student on reaching the age of majority, which is 18 years of age.
- e. Beginning with the 2015-2016 school year, a statement identifying Career and Professional Education (CAPE) digital tool certificates and the CAPE industry certifications that the student seeks to attain before high school graduation, if any, pursuant to s. 1003.4203, F.S.
- f. For students whose eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under State law, a public agency must provide the child with a summary of the child's academic achievement and functional performance, which should include recommendations on how to assist the student in meeting the postsecondary and career goals.

10. Requirements for a Standard Diploma are found in s. 1003.4282, F.S., and Rule 6A-6.03028, F.A.C.

11. High School Graduation Requirements for Students with Disabilities

a. General requirements.

Beginning in the 2014-2015 school year, students with disabilities entering Grade 9 may attain a standard diploma and earn standard diploma designations by meeting the requirements in ss. 1003.4282(1)-(9) or 1002.3105(5), or 1003.4282(10) and 1003.4285, F.S. Nothing contained in Rule 6A-1.09963, F.A.C., shall be construed to limit or restrict the right of a student with a disability solely to the options described in Rule 6A-1.09963, F.A.C. A certificate of completion will be awarded to students who earn the required 18 or 24 credits required for graduation, but who do not achieve the required grade point average or who do not pass required assessments unless a waiver of the results has been granted in accordance with s.1008.22(3)(c) 2., F.S., or participation in a statewide assessment has been exempted in accordance with s. 1008.212, F.S., or s. 1008.22(9), F.S. Students who entered grade nine before the 2014-2015 school year and whose individual educational plan (IEP), as of June 20, 2014, contained a statement of intent to receive a special diploma may continue to work toward a special diploma or a special certificate of completion.

b. Definitions from Rule 6A-1.09963, F.A.C.

- i. **Access courses.** Access courses are approved by the State Board of Education and are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C. Access courses are based on the access points. Access points are academic expectations intended only for students with significant cognitive disabilities and are designed to provide these students with access to the general curriculum.
- ii. **Alternate Assessment.** In accordance with s. 1008.22(3)(c), F.S., an alternate assessment is a statewide standardized assessment designed for students with significant cognitive disabilities in order to measure performance on the access points.
- iii. **Employment transition plan.** A plan that meets the requirements found in s. 1003.4282(10)(b)2.d., F.S. This plan is separate from the IEP.
- iv. **Eligible career and technical education (CTE) course.** Eligible CTE courses include any exceptional student education (ESE) or general education CTE course that contains content related to the course for which it is substituting. Modifications to the expectations or outcomes of the curriculum, known as modified occupational completion points (MOCPs), are allowable and may be necessary for a student who takes access courses and participates in the alternate assessment. Modifications may include modified course requirements. Modifications to curriculum outcomes should be considered only after all appropriate accommodations are in place. MOCPs must be

developed for students in conjunction with their IEP and must be documented on the IEP. Course outcomes may be modified through the IEP process for secondary students with disabilities who are enrolled in a postsecondary program if the student is earning secondary (high school) credit for the program.

- c. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with Rule 6A-1.0943(5), F.A.C., and instruction in the access points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S., through the access course specified for each required core course, through more rigorous ESE courses in the same content area, or through core academic courses. Eligible access courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
- i. Eligible CTE courses, as defined in Rule 6A-1.09963(2)(d), F.A.C., may substitute for Access English IV; one mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one science credit, with the exception of Access Biology; and one social studies credit, with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
 - ii. Participation in the Florida Alternate Assessments in reading, mathematics, and science is required until replaced by Florida Alternate Assessments in English Language Arts I, II, and III, Algebra I, Geometry, Algebra II, Biology I, and United States History.
 - iii. A score of at least 4 on the Florida Alternate Assessments in reading and math must be attained, until replaced by the Grade 10 English Language Arts alternate assessment and the End-of-Course (EOC) assessment for Access Algebra I, unless assessment results are waived in accordance with s. 1008.22(3)(c), F.S. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(c), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
 - iv. For those students whose performance on standardized assessments is waived by the IEP team as approved by the parent, the development of a graduation portfolio of quantifiable evidence of achievement is required. The portfolio must include a listing of courses the student has taken, grades received, student work samples, and other materials that demonstrate growth, improvement, and mastery of required course standards. Multi-media portfolios that contain electronic evidence of progress, including videos and audio recordings, are permissible. Community-based instruction, MOCPs, work experience, internships, community service, and postsecondary credit, if any, must be documented in the portfolio.
- d. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that mastery of both academic and employment competencies is the most appropriate way for the student to demonstrate his or her skills. A student must meet all of the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
- i. Eligible CTE courses, as defined in Rule 6A-1.09963(2)(d), F.A.C., may substitute for English IV; one mathematics credit, with the exception of Algebra and Geometry; one science credit, with the exception of Biology; and one social studies credit, with the exception of United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
 - ii. Students must earn a minimum of one-half credit in a course that includes employment. Such employment must be at a minimum wage or above in compliance with the requirements of the Federal Fair Labor Standards Act, for the number of hours a week specified in the student's completed and signed employment transition plan, as specified in s. 1003.4282(10)(b)2.d., F.S., for the equivalent of at least one semester. Additional credits in employment-based courses are permitted as electives.
 - iii. Documented achievement of all components defined in s. 1003.4282(10)(b)2.b., F.S., on the student's employment transition plan.

- e. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(c), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
- f. Deferral of receipt of a standard diploma. A student with a disability who meets the standard high school diploma requirements may defer the receipt of the diploma and continue to receive services if the student meets the requirements found at s. 1003.4282(10)(c), F.S.
 - i. The decision to accept or defer the standard high school diploma must be made during the school year in which the student is expected to meet all requirements for a standard high school diploma. The decision must be noted on the IEP and the parent, or the student over the age of 18 for whom rights have transferred in accordance with Rule 6A-6.03311(8), F.A.C., must sign a separate document stating the decision.
 - a. The IEP team must review the benefits of deferring the standard high school diploma, including continuation of educational and related services, and describe to the parent and the student all services and program options available to students who defer. This description must be done in writing.
 - b. School districts must inform the parent and the student, in writing, by January 30 of the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a free appropriate public education (FAPE). This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral.
 - c. The school district must ensure that the names of students deferring their diploma be submitted to appropriate district staff for entry in the district's management information system. Improper coding in the district database will not constitute failure to defer.
 - ii. A student with a disability who receives a certificate of completion may continue to receive FAPE until their 22nd birthday, or, at the discretion of the school district, until the end of the school semester or year in which the student turns 22.
 The repeal of s. 1003.438, F.S., effective July 15, 2015, does not apply to a student with a disability as defined in s. 1003.438, F.S., whose individual educational plan, as of June 20, 2014, contains a statement of intent to receive a special diploma. Such student shall be awarded a special diploma in a form prescribed by the Commissioner of Education if the student meets the requirements specified in s. 1003.438, F.S., and in effect as of June 20, 2014. Any such student who meets all special requirements of the district school board in effect as of June 20, 2014, but who is unable to meet the appropriate special state minimum requirements in effect as of June 20, 2014, shall be awarded a special certificate of completion in a form prescribed by the Commissioner of Education.

12. Separate parental consent for specific actions included in an IEP

In accordance with s. 1003.5715, F.S., effective July 1, 2013, separate parental consent for the following actions in a student's IEP is required:

- a. Administration of an alternate assessment pursuant to s. 1008.22, F.S., and instruction in the state standards access points curriculum.
- b. Placement of the student in an ESE center school.

The district must use the following forms adopted by FDOE for obtaining consent.

- o Parental Consent Form: [Instruction in the State Standards Access Points Curriculum and Florida Alternate Assessment Administration](#)
- o Parental Consent Form: [Student Placement in an Exceptional Education Center](#)

In accordance with 34 CFR §300.503, each consent form must be provided in the parent's native language as defined in 34 CFR §300.29. Consent forms can be accessed at the following link: flrules.org/gateway/reference.asp?no=ref-03384. A district may not proceed with the actions described above unless the district documents reasonable efforts to obtain the parent's consent and the

student's parent has failed to respond or the district obtains approval through a due process hearing.

Except for a disciplinary change in placement as described in s. 1003.57(1)(h), if a district determines that there is a need to change a student's IEP related to administration of the alternate assessment, instruction in the access points curriculum, or ESE center school placement, the school must hold an IEP team meeting that includes the parent to discuss the reason for the change. The school shall provide written notice to the parent at least 10 days before the meeting, indicating the purpose, time, and location of the meeting and who, by title or position, will attend the meeting. The IEP team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

For a change in a student's IEP related to administration of the alternate assessment, instruction in access points curriculum, or ESE center school placement, the district may not implement the change without parental consent unless the district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the district obtains approval through a due process hearing and resolution of appeals.

13. Least restrictive environment (LRE) and placement determinations:

- o To the maximum extent appropriate, students with disabilities, including those in public or private institutions or other facilities, are educated with students who are not disabled. A school district shall use the term "inclusion" to mean that a student is receiving education in a general education regular class setting, reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community; a student with a disability is a valued member of the classroom and school community; the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

Section 1003.57(1)(f), F.S., requires that, once every three years, each school district and school must complete a Best Practices in Inclusive Education (BPIE) assessment. The BPIE is an internal assessment process designed to facilitate the analysis, implementation and improvement of inclusive educational practices. The results of this process, including all planned short- and long-term improvement efforts, must be included in the school district's ESE policies and procedures.

The district completed the BPIE.

Date completed (Please upload the district's BPIE action plan that must include all short- and long-term improvement efforts, in Appendix F).

The last BPIE was completed on March 30th, 2017. The BPIE assessment was scheduled for March 25th, 2020. However, the assessment was not completed on this date due to COVID-19 restrictions in place at that time. The next BPIE is tentatively scheduled for October 20th, 2020.

The anticipated date for the triennial BPIE assessment, if known.

The anticipated date is October 20th, 2020.

- o Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; and
- o A continuum of alternative placements must be available to meet the needs of students with disabilities for special education and related services, including instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. A school district must make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

Describe the district's continuum of alternative placements (e.g., instruction in regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions). If your district contracts with another district to provide a placement option, please indicate this as well.

The services that each student will receive is determined by the student's Individual Educational Plan committee. The services provided by our district include: Instruction in regular classes: Consultation - Consultation services may be direct and/or indirect services provided to a student with a disability who attends regular education classes and/or to the student's regular education teachers. Resource Room - Students receive instruction in a regular class placement the majority of the day and in a special education classroom for part of the day. Separate class placement - Students receive specialized instruction in a separate classroom (in a regular school) for the majority of the day. Separate Day School - Students (approximately 25 - 30 students district-wide) with an Emotional Behavioral Disability receive instruction in a school separate from a regular school. Florida State Hospital - A very small number of students receive Exceptional Student Education services in this hospital setting. Hospital/Homebound - Students who are disabled or ill and cannot benefit from appropriate public schooling are provided instruction in their home setting or hospital as needed. **Multi-District Agreement with Leon County School District - This agreement provides students who are Dual-Sensory Impaired to receive appropriate services.

Describe the district's procedures regarding provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

Based on the student's Individual Educational Plan, the student may receive the following services: Resource Room - Students receive instruction in a regular class placement for the majority of the day, and specialized instruction for part of the day. Itinerant Instruction - Students in regular class placement receive in-class support or pull-out services that support and supplement the instruction received in the regular class placement. Related Services (Itinerant Services)- Related services are recommended by the IEP committee in order to meet the specific needs of a student with a disability. Related Services include, but are not limited to: -Language Therapy -Speech Therapy -Occupational Therapy -Physical Therapy -Vision Services -Orientation/Mobility

- o In determining the educational placement of a student with a disability, including a preschool child with a disability, each school district must ensure that:
 - The placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
 - The placement decision is made in accordance with the LRE provisions listed above.
 - The student's placement is determined at least annually, is based on the student's IEP, and is as close as possible to the student's home.
 - Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that he or she would attend if nondisabled.
 - In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs.
 - A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.
- o In providing or arranging for the provision of nonacademic and extracurricular services and activities (including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the school district and assistance in making outside employment available), each school district must ensure that each student with a disability participates with students who are not disabled to the maximum extent appropriate to the needs of the student. The school district must ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

14. Review and revision of the IEP

The district ensures that the IEP team:

- a. Reviews the IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved
- b. Revises the IEP as appropriate to address:
 - Any lack of expected progress toward the annual goals and in the general curriculum, if appropriate
 - Results of any reevaluation conducted
 - Information about the student provided to or by the parents
 - The student's anticipated needs or other matters
 - Consideration of the factors described earlier in subsection 7
- c. Responds to a parent's right to ask for revision of the student's IEP
- d. Encourages the consolidation of reevaluation meetings for the student and other IEP team meetings for the student, to the extent possible

15. Changes to the IEP

Generally, changes to the IEP must be made by the entire IEP team at an IEP team meeting and may be made by amending the IEP rather than by redrafting the entire IEP. However, in making changes to the IEP after the annual IEP team meeting for a school year, the parent and school district may agree not to convene an IEP team meeting for purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP. If changes are made to the student's IEP without a meeting, the district must ensure that the student's IEP team is informed of those changes. Upon request, a parent will be provided a revised copy of the IEP with the amendments incorporated. In addition, the following changes to the IEP and decisions made by the IEP team must be approved by the parent or the adult student, if rights have transferred, in accordance with Rule 6A-6.03311(8), F.A.C. Such changes are subject to an independent reviewer selected by the parent as provided in s. 1003.572, F.S., and include:

- a. Changes to the postsecondary or career goals; and,
- b. Beginning with students entering Grade 9 in the 2014-2015 school year, changes in the selected graduation option specified in the student's IEP and any waiver of statewide standardized assessment results made by the IEP team in accordance with the provisions of s. 1008.22(3)(c), F.S.

16. Students with disabilities in adult prisons

The requirements relating to participation in general assessments do not apply to students with disabilities who are convicted as adults under state law and incarcerated in adult prisons. In addition, the requirements relating to transition planning and services do not apply with respect to those students whose eligibility for services under Part B of IDEA will end because of their age before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release. The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. The requirements relating to the IEP content and LRE do not apply with respect to such modifications.

17. IEP implementation and accountability

The school district is responsible for providing special education to students with disabilities in accordance with the students' IEPs. However, it is not required that the school district, teacher, or other person be held accountable if a student does not achieve the growth projected in the annual goals and benchmarks or objectives. An IEP must be in effect before special education and related services are provided to an eligible student and will be implemented as soon as possible following the IEP team meeting. In addition, the IEP will be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation. All teachers and providers will be informed of their specific responsibilities related to the implementation of the IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP. The district must make a good faith effort to assist the student in achieving the goals and objectives or benchmarks listed on the IEP.

18. IEPs and meetings for students with disabilities placed in private schools or community facilities by the school district

If a student with a disability is placed in a private school by the school district, in consultation with the student's parents, the school district will ensure that the student has the same rights as a student with a disability served by the school district. Before placing the student, the school district initiates and conducts a meeting to develop an IEP or IFSP for the student. The district will ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the district will use other methods to ensure participation by the private school, including individual or conference telephone calls. After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the school district. However, the school district must ensure that the parents and a school district representative are involved in decisions about the IEP and agree to proposed changes in the IEP before those changes are implemented by the private school. Even if a private school or facility implements a student's IEP, responsibility for compliance with state board rules remains with the school district. These requirements apply only to students who are or have been placed in or referred to a private school or facility by a school district as a means of providing FAPE. If placement in a public or private residential program is necessary to provide special education to a student with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the student.

19. Access to instructional materials

The school district will take all reasonable steps to provide instructional materials in accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

20. Physical education

Physical education services, specially designed if necessary, must be made available to every student with a disability receiving FAPE, unless the school district does not provide physical education to students without disabilities in the same grades. Each student with a disability will be afforded the opportunity to participate in the regular physical education program available to nondisabled students unless the student is enrolled full-time in a separate facility or the student needs specially designed physical education, as prescribed in the student's IEP. If specially designed physical education is prescribed in a student's IEP, the school district will provide the services directly or make arrangements for those services to be provided through other public or private programs. The school district responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services in compliance with the section.

21. Treatment of charter school students

Students with disabilities who attend public charter schools and their parents retain all rights under Rules 6A-6.03011 through 6A-6.0361, F.A.C. The school district will serve students with disabilities attending those charter schools in the same manner as the district serves students with disabilities in its other schools. This includes the following:

- a. Providing supplementary and related services on site at the charter school to the same extent to which the school district has a policy or practice of providing such services on the site to its other public schools
- b. Providing funds under Part B of the IDEA to those charter schools on the same basis as the school district provides funds to the school district's other public schools:
 - i. Including proportional distribution based on relative enrollment of students with disabilities
 - ii. At the same time as the school distributes other federal funds to its other public schools

22. Program options

The school district must take steps to ensure that students with disabilities have available to them the variety of educational programs and services available to nondisabled students in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and career and technical education.

The school district has the option to include additional information regarding the development and implementation of IEPs.

- 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 D: Discipline

Statutory and Regulatory Citations

34 CFR §§300.530–300.537

Sections 893.02, 893.03, 1002.20, 1002.22, 1003.01, 1003.31, 1003.57, and 1006.09, F.S.

Rules 6A-1.0955, 6A-6.03011 through 6A-6.0361 and 6A-6.03312, F.A.C.

Definitions

1. Change of placement because of disciplinary removals

For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under Rule 6A-6.03312, F.A.C., a change of placement occurs with **either** of the following:

a. The removal is for more than 10 consecutive school days.

b. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than 10 school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

2. Controlled substance

A controlled substance is any substance named or described in Schedules I–V of s. 893.03, F.S.

3. Illegal drug

An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c), or under any other provision of federal law.

4. Serious bodily injury

Serious bodily injury means bodily injury that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

5. Weapon

Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and a half inches in length.

6. Manifestation determination

A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

7. Interim alternative educational setting (IAES)

An interim alternative educational setting is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of Rule 6A-6.03312, F.A.C.

Procedures

1. For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior, will be considered in the development of their IEPs. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in Rule 6A-6.03312, F.A.C., is appropriate for a student with a disability who violates the Code of Student Conduct.

Describe the district's procedures for providing information and training regarding positive behavioral interventions and supports.

-The district provides information and training to all personnel who provide services and supports to students with disabilities. Persons receiving training include ESE teachers, general education teachers, paraprofessionals, guidance counselors, behavior specialists, school psychologists, program specialists and school administrators. Generally the following trainings are provided: -Updates on rules/regulations governing students with disabilities -Individual and group training in discipline and behavior management -Trainings on conducting Functional Behavior Assessments and developing Behavior Intervention Plans -Trainings on Developing Behavior Management Plans - Trainings on Positive Behavior Management in the Classroom -Trainings on Accommodations, Modifications and Strategies for Students with Discipline Problems -Trainings specific to students with Autism -CPI Training -Trainings and information are provided by Florida Diagnostic and Learning Resources System (FDLRS), Partnership for Effective Programs for Students with Autism (PEPSA), Center for Autism and Related Disorders (CARD), Behavior Consultants/Counselors and ESE district support staff. In addition, the Institute for Small and Rural Districts (ISR) provides trainings throughout the school year. Information regarding trainings is provided to appropriate personnel and the district supports their participation. -Teachers, school administrators and support staff receive on-going information and support from Behavior Specialists, Behavior Analysts and/or Mental Health Counselors. All schools are able to access additional Behavior Management and Consultation services by completing a request to the ESE/Student Services Director. -Schools have MTSS/Problem-Solving teams that meet to identify and address behavioral needs of individual students. Interventions are put in place based on the review of data and student needs.

Describe how the district addresses behavior in the development of the IEP for students with disabilities whose behavior impedes their learning or the learning of others.

In the case of a student with a disability whose behavior impedes his or her learning or that of others, the Individual Educational Plan (IEP) team, in developing the student's IEP, will consider, if appropriate, strategies including positive behavioral interventions, supports, and other strategies to address that behavior. If the IEP team determines that such services are needed, they will be added to the IEP and will be provided. The IEP team will show evidence that the behavior is being addressed (e.g., documentation of problem-solving/response to intervention or instruction process, evidence in the student's discipline file, positive behavior intervention plan) and annual goals, if applicable, or services to address the behaviors.

2. Authority of school personnel

Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to nondisabled students, school personnel:

- a. May remove a student with a disability, who violates a code of student conduct, from the student's current placement for not more than 10 consecutive school days
- b. May remove a student with a disability, for not more than 10 consecutive school days in that same school year, for separate incidents of misconduct, as long as those removals do not constitute a change in placement, as defined in Rule 6A-6.03312, F.A.C.

Describe the district's procedures for monitoring out-of-school suspensions, to include the review of suspension and expulsion data.

-A monthly report detailing the number of Out-of-School and In-school Suspensions is generated by the district's Management Information Systems department. This report is given to each program specialist (district-level personnel) and school-level administrators to review. The data is reviewed to ensure that students do not receive more than 10 days out of school suspension for the school year. -If the school has not notified the program specialist prior to the eighth cumulative day of suspension, the program specialist will request a manifestation where it will be determined if there is a pattern of removals constituting a change in placement, a need to conduct a Functional Behavioral Assessment, a need to develop or revise a Behavior Intervention Plan, or a need for an Individual Educational Plan review to address the behavior (s) of concern. -If a student is suspended from school based on a zero-tolerance offense and expulsion may be a possibility, the school level administrators submit a packet to the Assistant Superintendent's office requesting a hearing/manifestation determination. The Assistant Superintendent's secretary notifies the ESE Director and Program Specialists. A hearing/manifestation determination is held by the student's fifth day of suspension from school.

Describe the district's procedures for determining whether a pattern of removals constitutes a change of placement (See Definitions 1 a-b).

The student is subject to a series of removals that constitute a pattern because they accumulate to more than 10 school days in a school year and because of factors such as the length of each removal, the total amount of time the student is removed or the proximity of the removals to one another. To determine if a pattern of removals constitute a change in placement, school personnel with authority to suspend, will exercise this authority on a case-by-case basis by conducting a review of the description of: 1)the behavior/incident that is currently subject to disciplinary removal and the proposed suspension; and 2)the behaviors/incidents subjected to disciplinary removal for current school year. The date and description of the behavior/incident subject to discipline will be reviewed, including the number of days of suspension (length of removal); the cumulative days of suspension (total amount of time student has been removed); and the proximity of removals to one another (number of days, weeks, or months since the last incident). School personnel will consider the above factors in making a determination of pattern of removals on a case-by-case basis.

3. Manifestation determination

A manifestation determination, consistent with the following requirements, will be made within 10 school days of any decision to change the placement of a student with a disability because of a violation of a Code of Student Conduct.

- a. In conducting the review, the school district, the parent, and relevant members of the IEP team (as determined by the parent and the school district):
 - Will review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP
 - Will determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP
- b. If the school district, the parent, and relevant members of the IEP team determine that the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or that the conduct in question was the direct result of the school district's failure to implement the IEP, the conduct will be determined to be a manifestation of the student's disability and the school district will take immediate steps to remedy those deficiencies.
- c. If the school district, the parent, and relevant members of the IEP team determine that the conduct was a manifestation of the student's disability, the IEP team will either:
 - Conduct a functional behavioral assessment (FBA), unless the school district had conducted an FBA before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
 - If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and
 - Except as provided in 6. of this section, return the student to the placement from which the student was removed, unless the parent and the school district agree to a change in placement as part of the modification of the BIP.
- d. For disciplinary changes of placement, if the behavior that gave rise to the violation of a Code of Student Conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to nondisabled students may be applied to the student in the same manner and for the same duration in which they would be applied to nondisabled students, except that services necessary to provide FAPE will be provided to the student with a disability, as described in 5. of this section.
- e. If a parent disagrees with the manifestation determination decision made by the IEP team pursuant to this rule, the parent may appeal the decision by requesting an expedited due process hearing as described in 7. of this section.

Describe the district's procedures for scheduling manifestation determination reviews within required timelines and determining participants for these reviews.

-Once the ESE Program Specialist has been notified (by the lead ESE teacher or school administrator) that further suspension of a student who has already been suspended for 8 days in a school year is being considered, a meeting to make a manifestation determination will be convened. -The ESE Program Specialist, school-level administrator and lead ESE teacher will determine the relevant members of the team (including the parent and student) and invite them to participate in the manifestation determination. The meeting is convened no later than 10 days (giving the parent a reasonable notice) after the ESE Program Specialist has been notified that a change of placement beyond 10 days in the school year is contemplated. A Manifestation Determination will be made within 10 school days of any decision to change the placement of a student with a disability who has violated the code of student conduct. -If a student is suspended from school based on a zero-tolerance offense and expulsion may be a possibility, the school level administrators submit a packet to the Assistant Superintendent's office requesting a hearing/manifestation determination. The Assistant Superintendent's secretary notifies the ESE Director and Program Specialists. A hearing/manifestation determination is held by the student's fifth day of suspension from school.

Describe the district's procedures for initiating and conducting FBAs and BIPs in a timely manner.

-If it is determined (during a Manifestation Determination Hearing) that a student's conduct is a manifestation of the student's disability and no FBA or BIP is in place, consent to conduct an FBA will be requested at the time of the meeting. Consent for an FBA will be forwarded to the School Psychologist and the Functional Behavior Assessment will be completed within five days after the meeting. Data and information obtained from the FBA will be used to develop a BIP.

Describe the district's procedures for providing training regarding conducting FBAs and developing and implementing BIPs.

-The district provides trainings on how to conduct FBAs and BIPs. Teachers are trained in small groups by ESE staff. School Psychologists and Behavior Analysts also complete FBAs and BIPs and provide support to teachers in completing the process.

Describe the district's procedures for providing FAPE for students when the behavior is determined not to be a manifestation of the student's disability

-If the team determines that the behavior is not a manifestation of the student's disability, the team may decide to extend the suspension beyond the days that the student has already been suspended (not to exceed 10 days). Based on the nature and severity of the offense, the team will review the student's IEP and determine if the IEP and placement meet the student's needs. The district's practice (in as many instances as possible) is to use alternative placements rather than expulsion of students. Students may be expelled from their home school to an alternative school where they will receive required services. In an alternative placement, the student with disabilities will continue to receive educational services to (1) enable the student to continue to participate in the general curriculum; although in another setting, (2) progress toward meeting the goals in the student's IEP; and (3) receive as appropriate; a functional behavior assessment and positive behavior intervention plan designed to address the behavior violation.

Describe the district's procedures for requesting an expedited due process hearing when parents disagree with a manifestation determination.

-If it is deemed necessary, the district will request an expedited due process hearing when parents disagree with a manifestation determination. The request will be forwarded to Florida's Division of Administrative Hearings (DOAH) with a copy to FDOE. -In all cases the IEP team (which includes the parent) determines need for additional services including counseling, psychiatric evaluation or additional programs to address the behavior problems. -The parent of a student with a disability may request an expedited due process hearing when they disagree with a manifestation determination following the guidelines in the Procedural Safeguards given to the parent with the meeting notice.

4. On the date a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the school district will notify the parent of the removal decision and provide the parent with a copy of the notice of procedural safeguards.
5. Providing FAPE for students with disabilities who are suspended or expelled or placed in an IAES

- a. A school district is not required to provide services to a student with a disability during removals totaling 10 school days or fewer in that school year if services are not provided to nondisabled students who are similarly removed.
- b. Students with disabilities who are suspended or expelled from school or placed in an IAES will continue to receive educational services in accordance with s. 1003.01, F.S., including homework assignments, to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP and receive, as appropriate, a functional behavioral assessment, behavioral intervention services, and modifications designed to address the behavior violation so that it does not reoccur.
- c. After a student with a disability has been removed from the current placement for 10 school days in the school year, if the current removal is not more than 10 consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teachers, will determine the extent to which services are needed to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
- d. If the removal is a change of placement under Rule 6A-6.03312, F.A.C., the student's IEP team determines appropriate services under 5.b. of this section.

Describe the district's procedures for providing FAPE for students with disabilities who are suspended or expelled or placed in an IAES.

-Students with disabilities who are suspended from school and placed in an Interim Alternative Educational Setting (IAES) will continue to receive appropriate educational services as indicated on the IEP that will enable the student to continue to participate in the general curriculum and progress toward meeting the goals of the student's IEP. The IEP team will determine if additional supports and services are needed which could include a Functional Behavior Assessment (FBA), Behavioral Intervention Plan (BIP) and/or counseling designed to address the behavior violation. -Students who have been suspended or expelled and placed in an alternative setting may have their IEPs revised to indicate Home Instruction. These revisions may be made when students have not responded to specialized instruction for a specified period of time. If the student has had reoccurring behavior issues in multiple assignments ranging from a self-contained class in a regular school to an alternative school or to a separate day school, home instruction may be appropriate. The student will receive services from a certified ESE teacher in order for the student to continue to work toward his/her IEP goals and objectives.

Describe the district's procedures for providing training and supports for staff members who provide services to students with disabilities who are suspended or expelled or placed in an IAES.

Supports and Training for the staff include: -Teachers participate in CPI Training conducted by FDLRS -Teachers and administrators are provided Positive Behavior Support training -Teachers will receive additional resources and materials to use in their classrooms -Teachers will receive guidance by a behavior specialist who is housed at the alternative school -Teachers and staff are provided support and guidance during the MTSS/Problem Solving team meetings to determine appropriate interventions for students

6. Special circumstances and interim alternative educational settings

- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
 - Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of an SEA or a school district;
 - Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district; or
 - Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district.
- b. On the date that a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district will notify the parent of that decision and provide the parent with a copy of the notice of procedural safeguards.

Describe the district's procedures for notifying parents on the date that a decision is made to make a removal that constitutes a change of placement and providing parents with a copy of the notice of procedural safeguards on this date.

The principal of the school where the student is enrolled will immediately suspend the student for a maximum of five school days. On the first day of the student's suspension, a copy of the procedural safeguards is sent to the parents along with a notice of a hearing/manifestation determination meeting. The meeting notification and procedural safeguard will be sent by mail or delivered by a school resource officer. A hearing and manifestation determination is scheduled and held within five school days. If a zero tolerance offense was committed and the student violated the Code of Student Conduct in regards to weapons, drugs or serious bodily harm, a change of placement to an IAES may be made for not more than 45 school days. The parent or guardian is in attendance during the hearing and manifestation determination meeting and receives written documentation of the removal. If the parent is not present (which is an extreme exception), a letter is hand delivered to the parent by a school resource officer or school administrator. Each notice has a copy of the Procedural Safeguards. -If the maximum 5 days suspension is beyond 10 previous days of suspension, the letter will be mailed by certified mail (if the parent cannot be reached). Documentation of the certified mail will be kept in the student's ESE file.

Describe the district's procedures for tracking students' removals to an IAES to ensure that the 45 school-day limit is maintained.

Immediately following the hearing, an IEP meeting will be convened. The 45-school day duration of the IEP and services is included in the initiation/duration section of the IEP. Prior to the expiration of the 45-school day placement, the IEP team is reconvened to review the IEP and determine appropriate placement and services. The Program Specialist provides both the principal of the IAES and the principal of the student's home school with the date of the student's return to his home school.

7. Appeal and expedited hearings

a. An expedited hearing may be requested by:

- The student's parent, if the parent disagrees with a manifestation determination or with any decision not made by an administrative law judge (ALJ) regarding a change of placement under Rule 6A-6.03312, F.A.C.
- The school district, if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others

b. The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

c. Expedited due process hearings requested under this subsection will be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Department of Education, and will be held at the request of either the parent or the school district regarding disciplinary actions. These hearings will meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, F.A.C., except that the hearing will occur within 20 school days of the date the request for due process is filed and an ALJ will make a determination within 10 school days after the hearing. In addition, unless the parents and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:

- A resolution meeting will occur within seven days of receiving notice of the request for expedited due process hearing
- The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of the receipt of the request for an expedited due process hearing

d. The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in s. 1003.57(1)(b), F.S.

Describe the district's procedures for setting up resolution meetings within seven days of receiving notice of a request for an expedited due process hearing.

The Director of Exceptional Student Education will be notified by the principal of the student's school by phone that the parent has requested an expedited due process hearing. The principal will send a copy of the written request to the district's ESE Director. The Director will immediately select a date for the meeting and notify the parents and other participants of the date. The parent is requested to indicate if the date is adequate and modifications are made if needed. The meeting will be held within 7 days of the district's receipt of notice of the request for an expedited due process hearing.

8. Authority of an Administrative Law Judge

An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

- a. An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of Rule 6A-6.03312, F.A.C., or that the student's behavior was a manifestation of the student's disability; or
- b. Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

The procedures under this subsection may be repeated if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

9. Student's placement during appeals or expedited due process proceedings

When an appeal as described in 7. above has been made by either the parent or the school district, the student will remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent and the Department of Education or school district agree otherwise.

10. Protections for students not determined eligible for special education and related services

A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under Rule 6A-6.03312, F.A.C. if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

a. Basis of knowledge

A school district is deemed to have knowledge that a student is a student with a disability if:

- The parent has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services; or
- The parent has requested an evaluation to determine whether the student is in need of special education and related services; or
- The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

b. Exception

A school district would not be deemed to have knowledge of a disability (see above) if:

- The parent of the student has not allowed an evaluation to determine if the student is an eligible student with a disability;
- The parent of the student has refused to provide consent for initial provision of special education and related service;
- The parent of the student revoked consent for the student to receive special education and related services; or

- The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., and determined that the student was not a student with a disability.

c. Conditions that apply if no basis of knowledge

- If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a nondisabled student who engages in comparable behaviors.
- If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation will be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents, the school district will provide special education and related services consistent with the requirements of Rule 6A-6.03312, F.A.C.

11. Nothing in Rule 6A-6.03312, F.A.C., prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

12. Student records in disciplinary procedures

Regarding the person making the final determination for the disciplinary action, school districts will ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of 34 CFR §300.535(b), s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C.:

Describe the district's procedures for ensuring that special education and disciplinary records of students with disabilities are transmitted to the person making the final determination regarding the disciplinary action.

Where a disciplinary change of placement is determined appropriate, the ESE Program Specialist will ensure that the IEP team has all relevant special education and disciplinary records. The IEP team makes the final disciplinary determination. In cases where a disciplinary action is considered that is not a change of placement, the administrator responsible for discipline will have access to special education and disciplinary records of the student. No "transmission" of records is necessarily involved. When a school reports a crime to appropriate authorities, the district conveys relevant information related to the student's disability, particularly the information necessary to protect the health or safety of the students or others.

13. Disciplinary records of students with disabilities

School districts will include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of nondisabled students.

- a. The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.
- b. If the student transfers from one school to another, the transmission of any of the student's records will include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

Section E: Participation in State and District Assessments

Statutory and Regulatory Citations

34 CFR §§300.8

Chapters 458 and 459, F.S.

Sections 1003.01, 1003.428, 1003.4282, 1003.43, 1003.433, 1007.02, 1008.212, 1008.22, 1008.25 and 1011.62, F.S.

Rules 6A-1.09401, 6A-1.0943, 6A-1.09430, 6A-6.03011 through 6A-6.0361, 6A-6.03018, 6A-6.03020,

6A-6.03028, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Statewide, Standardized Assessment Program

1. Purpose

The student assessment program provides information about student mastery of grade-level state standards and informs parents of their child's educational progress.

2. Student participation

- a. Each student with a disability has the opportunity to participate in the statewide, standardized assessment program and any districtwide assessment of student achievement with allowable accommodations, if determined appropriate by the individual educational plan (IEP) team and recorded on the student's IEP.
- b. Accommodations identified for testing situations are those identified in the test administration manual and regularly used by the student in the classroom.
- c. A parent must provide signed consent for a student to receive instructional accommodations not permitted on statewide, standardized assessments and acknowledge, in writing, the implications of such accommodations.
- d. Students who are identified solely as gifted are not eligible for statewide, standardized assessment accommodations.

3. Allowable accommodations

Allowable and appropriate accommodations for statewide, standardized assessments are included in the test administration manual. Copies of current statewide, standardized assessment test administration manuals published by the FDOE's Bureau of Assessment and School Performance and Bureau of Exceptional Education and Student Services are available by contacting the FDOE at <http://www.fldoe.org/asp>.

4. Waiver of assessment requirements

A student with a disability, as defined in s. 1007.02, F.S., for whom the IEP team determines that the statewide, standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such a waiver shall be designated on the student's transcript.

Extraordinary Exemption for Students with Disabilities

In accordance with s. 1008.212, F.S., a student with a disability may be eligible for an exemption from participation in the statewide assessment.

1. Definitions:

- a. "Statewide, standardized assessments" – Pursuant to s. 1008.22(3), F.S., the Commissioner of Education shall design and implement a statewide, standardized assessment program aligned to the core curricular content established in the Next Generation Sunshine State Standards. The Commissioner also must develop or select and implement a common battery of assessment tools that will be used in all juvenile justice education programs in the state. These tools must accurately measure the core curricular content established in the Next Generation Sunshine State Standards. Participation in the assessment program is mandatory for all school districts and all students attending public schools, including adult students seeking a standard high school diploma under s. 1003.4282, F.S., and students in Department of Juvenile Justice education programs, except as otherwise provided by law. If a student does not participate in the assessment program, the school

district must notify the student's parent and provide the parent with information regarding the implications of such nonparticipation.

- b. "Circumstance" means a situation in which accommodations allowable for use on the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., are not offered to a student during the current year's assessment administration due to technological limitations in the testing administration program, which lead to results that reflect the student's impaired sensory, manual, or speaking skills, rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.
 - c. "Condition" means an impairment, whether recently acquired or longstanding, which affects a student's ability to communicate in modes deemed acceptable for statewide assessments, even if appropriate accommodations are provided, and creates a situation in which the results of administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.
 - d. "Medical complexity" – Pursuant to s. 1008.22(11), F.S., a child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.
 - e. "Parent" – Pursuant to Rule 6A-6.03411(1)(bb), F.A.C., parent means:
 - i. A biological or adoptive parent of a student;
 - ii. A foster parent;
 - iii. 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);
 - iv. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare; or
 - v. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.
2. A student with a disability for whom the IEP team determines is prevented by a circumstance or condition from physically demonstrating the mastery of skills that have been acquired and are measured by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability, or the receipt of services through the homebound or hospitalized program in accordance with Rule 6A-6.03020, F.A.C., is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.
3. The IEP team, which must include the parent, may submit to the district school superintendent a written request for an extraordinary exemption at any time during the school year, but not later than 60 days before the current year's assessment administration for which the request is made. A request must include all of the following:
- a. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.
 - b. Written documentation of the most recent evaluation data.
 - c. Written documentation, if available, of the most recent administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment.
 - d. A written description of the condition's effect on the student's participation in the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment.

- e. Written evidence that the student has had the opportunity to learn the skills being tested.
 - f. Written evidence that the student has been provided appropriate instructional accommodations.
 - g. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP that are allowable in the administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment in prior assessments.
 - h. Written evidence of the circumstance or condition as defined in Rule 6A-1.0943(1), F.A.C.
 - i. The name, address, and phone number of the student's parent.
4. Based upon the documentation provided by the IEP team, the school district superintendent shall recommend to the commissioner whether an extraordinary exemption for a given assessment administration window should be granted or denied. A copy of the school district's procedural safeguards as required in Rule 6A-6.03311, F.A.C., shall be provided to the parent. If the parent disagrees with the IEP team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 30 days after the receipt of the request whether the exemption has been granted or denied. If the commissioner grants the exemption, the student's progress must be assessed in accordance with the goals established in the student's IEP. If the commissioner denies the exemption, the notification must state the reasons for the denial.
5. The parent of a student with a disability who disagrees with the commissioner's denial of an extraordinary exemption may request an expedited hearing. If the parent requests the expedited hearing, the FDOE shall inform the parent of any no-cost or low-cost legal services and other relevant services available in the area. The FDOE shall arrange a hearing with the Division of Administrative Hearings, which must be commenced within 20 school days after the parent's request for the expedited hearing. The administrative law judges at the division shall make a determination within 10 school days after the expedited hearing. The standard of review for the expedited hearing is de novo, and the Department has the burden of proof.

Exemption for a Child With Medical Complexity

In accordance with s. 1008.22, F.S., a child with a medical complexity may be exempt from participating in statewide, standardized assessments, including the Florida Standards Alternate Assessment (FSAA)—Performance Task and the FSAA—Datafolio, pursuant to the following provisions.

1. Child with a medical complexity

- a. *Definition of child with medical complexity.* A child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.
- b. *Exemption options.* In accordance with Rule 6A-1.0943, F.A.C., if the parent consents in writing, and the IEP team determines that the child should not be assessed based upon medical documentation that the child meets the definition of a child with medical complexity, then the parent may choose one of the following three assessment exemption options.
 - i. One-year exemption approved by the district school superintendent. If the superintendent is provided written documentation of parental consent and appropriate medical documentation to support the IEP team's determination that the child is a child with medical complexity, then the superintendent may approve a one-year exemption from all statewide, standardized assessments, including those in the FSAA program. For all students approved by the district superintendent for a one-year exemption, the following information must be reported to the commissioner beginning June 1, 2015, and each June 1 thereafter:
 - a. The total number of students for whom a one-year exemption has been granted by the superintendent; and
 - b. For each student receiving an exemption, the student's name, grade level, and the specific statewide, standardized assessments from which the student was exempted.

- ii. One-, two-, or three-year or permanent exemption approved by the commissioner as described in s. 1008.22(11), F.S. In order for the commissioner to consider such an exemption, the following information must be submitted by the district superintendent to the commissioner no later than 30 calendar days before the first day of the administration window of the statewide, standardized assessment for which the request is made:
 - a. The student's name, grade level, and the statewide, standardized assessment for which the exemption request is made;
 - b. The name, address, and phone number of the student's parent;
 - c. Documentation of parental consent for the exemption;
 - d. Documentation of the superintendent's approval of the exemption;
 - e. Documentation that the IEP team considered and determined that the student meets the definition of a child with medical complexity as defined in s.1008.22(11), F.S.; and
 - f. Medical documentation of the student's condition as determined by a physician licensed in accordance with Chapter 458 or 459, F.S.
- iii. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 20 calendar days after the receipt of the request whether the exemption has been granted or denied.

Alternate Assessment Based on Alternate Academic Achievement Standards (AA-AAAS)

1. Students with the most significant cognitive disabilities, for whom the statewide, standardized assessment— even with allowable accommodations—is not appropriate, may be eligible to participate in the statewide assessment program through the AA-AAAS.
2. Eligibility requirements

The decision that a student with a most significant cognitive disability will participate in the statewide alternate assessment program as defined in s. 1008.22(3)(c), F.S., is made by the IEP team and recorded on the IEP. The provisions with regard to parental consent for participation in the FSAA program, in accordance with Rule 6A-6.0331(10), F.A.C., must be followed. The following criteria must be met:

 - a. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials, the student requires modifications as defined in Rule 6A-1.09401, F.A.C.; and
 - b. The student requires direct instruction in academic areas of English language arts, math, social studies, and science based on access points pursuant to Rule 6A-1.09401, F.A.C., in order to acquire, generalize, and transfer skills across settings.
3. Eligibility areas excluded

Per Rule 6A-6.03018, F.A.C., and 34 CFR §300.8(c)(10)(ii), students with a primary exceptionality of a specific learning disability (SLD) cannot include students with learning problems that are primarily the result of an intellectual disability. Per section 1008.22, Florida Statutes, and Rule 6A-1.0943 F.A.C., only students with significant cognitive impairment are eligible to participate in the FSAA program. Therefore, students with a primary disability category of SLD must not participate in the FSAA program and subsequently should not be enrolled in access courses that align to the FSAA program.
4. District and IEP team requirements

If it is determined by the IEP team using the "Checklist for Course and Assessment Participation" that the student will participate in the statewide assessment through the AA-AAAS, the IEP will contain a statement of why the general assessment is not appropriate and why the AA-AAAS is appropriate. It also will indicate that notification was made to the parent and that the implications of the student's nonparticipation in the statewide, standardized assessment program were provided. The "Checklist for Course and Assessment Participation" may be accessed at <https://info.fldoe.org/docushare/dsweb/Get/Document-7301/dps-2014-208.pdf>.
5. Administration of the AA-AAAS

The assessment will be administered individually by the student's exceptional student education teacher. If this is not possible, the test administrator will be a certified teacher or other licensed professional who has worked extensively with the student. All individuals who administer the AA-AAAS must be trained in administration procedures and receive annual update training.

Additional Information Required:

An alternate assessment is required for any districtwide assessment of student achievement that is not administered to students on alternate achievement standards.

The district administers district-wide assessment(s) of student achievement.

- Yes
 No

If yes, include the name of each districtwide assessment and whether the assessment is administered to students on alternate achievement standards. If the districtwide assessment is not administered to students on alternate achievement standards, identify the corresponding alternate assessment. (If your district uses a portfolio as a corresponding district alternate assessment, the data collected should be based on grade-level alternate achievement standards. For portfolios, indicate what information is being collected, how the information is being recorded, what type of scoring rubric is being used, and how the district ensures that all teachers are collecting the same information and scoring the data the same way.)

District-wide Assessment = i-Ready and Standardized Test for the Assessment of Reading (STAR) Corresponding Alternate Assessment = Brigance Comprehensive Inventory of Basic Skills - Revised (CIBS - R) District-wide Assessment = District Progress Monitoring Testing Corresponding Alternate Assessment = Brigance Comprehensive Inventory of Basic Skills - Revised (CIBS - R)

Parental Consent Documentation

In accordance with Rule 6A-6.0331(10), F.A.C., the district may not proceed with a student's instruction in access points and the administration of an alternate assessment without written and informed parental consent unless the district documents reasonable efforts to obtain parental consent and the student's parent has failed to respond or the district obtains approval through a due process hearing.

The district certifies that it either obtains prior parental consent or due process approval for every student participating in the FSAA program. If prior parental consent is not obtained, the district certifies that it has documentation of reasonable efforts to obtain that approval and consent, or a final order from the Division of Administrative Hearings.

- Yes
 No

Percentage of Students on Alternate Assessment

The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (which can be found at <https://www.ed.gov/essa>), limits the percentage of students that a state may assess with an AA-AAAS to no more than 1 percent of all assessed students in the grades assessed in a state for each subject.

While there is a limit on the percentage of students statewide who may participate in the AA-AAAS, there is no such limit among school districts; however, 34 CFR §200.6(c)(3)(ii) and (iv) require that a school district submit information justifying the need to assess more than 1 percent of its students in any subject with an AA-AAAS. The State must make that information publicly available, provided that such information does not reveal personally identifiable information about an individual student.

It is understood that districts have unique circumstances that may contribute to a higher number of students who are in access courses and participating in the FSAA program. The purpose of this justification is to ensure that districts are cognizant of their current processes and procedures to ensure that an IEP team decision to place a student in access courses is in alignment with state requirements and is the most appropriate academic decision for the student.

What is your district's 2018–19 participation percentage in FSAA in the following areas?

Reading

3.3%

Mathematics

3.4%

Science

4.2%

Is the district over 1% in any area?

- Yes
 No

The criteria for the following statement is outlined in s. 1008.22(3)(c), F.S., and the Assessment Planning Resource Guide for IEP Teams, which can be found at https://fsaa-training.onlinehelp.cognia.org/wp-content/uploads/sites/8/docs/FlaAlt_ResourceGuideIEP.pdf, for use in determining student eligibility for participation in the FSAA program.

If the district is over the 1% in any area, please provide a description of how the district is ensuring that IEP teams are adhering to the criteria (see above.)

IEP teams are continually being reminded about the eligibility requirements for the alternative assessment and are being asked to proceed with caution when making these determinations. Moreover, teams are encouraged to the extent possible to allow students with significant cognitive impairments to be exposed to the general curriculum. Additionally, student performance data is monitored, and if possible, students participate in regular assessments.

Provide a justification, with supporting evidence, that identifies specific programs or circumstances within the district that may contribute to higher enrollment of students in access courses and an exceeding of the 1% (e.g., center schools serving surrounding districts).

Our student population includes 15% of students with disabilities. Many students who transfer into our district are students with disabilities who have IEPs that designate the FSAA. As a small district, even one student can cause us to exceed the recommended 1%. Additionally, some of our students with more profound needs who were being served outside of our district, have returned to the district. For the 2018-2019 academic school year, 7 students with significant cognitive disabilities transferred into the district from other districts and outside of the state. Additionally, for the 2019-2020 academic school year, 7 more students with significant cognitive abilities transferred into the district from other districts and outside of the state.

In the text box below, please provide a narrative response describing the district's self-assessment of disproportionality in each content area for each subgroup testing using the FSAA within the district. Please describe the method used to assess the district's proportionality for FSAA testing and the district's plan to address any area of identified disproportionality.

-Data and eligibility for an alternate assessment is carefully reviewed at each IEP meeting. Teams review the following for alignment: Evaluation Summary Report, including the following: - Cognitive Assessment, Adaptive Assessment, Academic Assessment, Work samples/classroom based measurement, Past performance on district and state assessments and the student's Social History. IEP teams will work diligently to ensure that all allowable supports and accommodations to the general curriculum have been implemented/exhausted before a student is recommended for the FSAA. Teams are encouraged to the extent possible to allow students with significant cognitive impairments to be exposed to the general curriculum. Student performance data is monitored, and if possible, students participate in regular assessments. Additionally, our Program Specialists review the list of students who have been recommended to take the FSAA by content area, school, primary eligibility, race, and gender to identify and address any patterns of disproportionality by subgroup. Our district will continue to invest in trainings that provide teachers with various strategies to employ when working with struggling students and provide additional resources to support struggling students.

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities

Statutory and Regulatory Citations

34 CFR §§300.25 and 300.101

Sections 1003.01, 1003.21, and 1003.57, F.S.

Rule 6A-6.03026, F.A.C.

Definition

A prekindergarten child with a disability is a child who meets the following criteria.

Eligibility Criteria

In accordance with s. 1003.21, F.S., a child is eligible for prekindergarten programs for children with disabilities based upon meeting the eligibility criteria for one or more specific exceptionalities listed below and upon meeting the age requirements shown.

1. The child is below three years of age and meets the criteria for eligibility for any of the following educational programs:
 - a. Deaf or hard of hearing
 - b. Visually impaired
 - c. Orthopedically impaired, other health impairment, or traumatic brain injury
 - d. Intellectual disabilities
 - e. Established conditions
 - f. Developmentally delayed
 - g. Dual-sensory impaired
 - h. Autism Spectrum Disorder
2. The child is age three through five years and meets the criteria for eligibility as a child with one or more of the following disabilities:
 - a. Intellectual disabilities
 - b. Speech and language impaired
 - c. Deaf or hard of hearing
 - d. Visually impaired
 - e. Orthopedically impaired, other health impairment, or traumatic brain injury
 - f. Emotional or behavioral disabilities
 - g. Specific learning disabilities
 - h. Homebound or hospitalized
 - i. Dual-sensory impaired
 - j. Autism Spectrum Disorder
 - k. Developmentally delayed

Child Evaluation

1. Evaluations are conducted in accordance with the requirements of rules for the eligibility areas listed in Sections 1. and 2. of the Eligibility Criteria.

2. Existing screening and evaluation information available from agencies that previously served the child and family shall be used, as appropriate, to meet evaluation criteria for the rules for the eligibility areas listed in Sections 1. and 2. of the Eligibility Criteria.

Instructional Program

In regards to a child who is eligible for admission to public kindergarten in accordance with Section 1003.21, F.S., an eligible prekindergarten child with a disability may receive instruction for one additional school year in a prekindergarten classroom in accordance with the child's Individual Educational Plan (IEP) or Individualized Family Support Plan (IFSP).

The parent or guardian must be informed in writing of the implications of an additional year in the prekindergarten classroom (i.e., the additional year is not considered a "retention," thus impacting the future consideration of a "good cause exemption"). If a parent disagrees with the IEP team recommendation for an additional year of instruction in a prekindergarten classroom, the team's recommendation may not be used to deny a child admission to kindergarten.

Transition from Early Steps Part C Services to Part B Services

The district's processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities, including district procedures that ensure the district's participation in the transition conference and development of the IEP by the third birthday, are described in the text box below.

Early Steps will prepare families for the transition process in an ongoing and positive manner, using the procedural steps developed by the partners. A. The service coordinator meets with the family 9 months before the child turns three years of age to discuss transition planning. The discussion includes potential options for services in the community. At the meeting, the family may or may not inform Early Steps of their choice for potential services after the child turns three. If they have not made that choice they may explore community options prior to the Transition Conference. B. Transition Conference -Early Steps and the school district meet with the family to hold transition conferences, at least 90 days before the child turns three. C. Referral to the School District (with consent of the family) -The service coordinator provides a transition packet to the school district at least two weeks prior to the transition conference, which includes: 1.FDLRS/Child Find referral 2.Prior Notice Letter 3.Copy of the IFSP 4.Recent evaluation reports 5. Vision and Hearing Statement 6. Informed consent form for evaluation 7. Release of information D. The service coordinator invites the family, the LEA, and any other agency or participants the family chooses, at least two weeks prior to the transition conference. E. The service coordinator facilitates the conference. At the conference the packet is reviewed with the family. The service coordinator discusses the progress the child has made. The parent discusses their concerns and the potential services they want for their child. F. If additional evaluations are needed, arrangements are made to obtain further evaluation at no cost to the family. G. There is discussion of the process for determining eligibility for school district services, and information is shared about the differences in the Part C and Part B service delivery. Early Steps will provide information to families about the Agency for Persons with Disabilities, and facilitate referral if needed. H. Families are given a copy of the ISFP form I, Part C procedural safeguards, and a written form from the school district outlining the next steps in the process. I. Parents are offered the opportunity to visit school sites and arrangements are made with the Child Find Specialist to do so. J. If the family declines a referral to the school district, Early Steps notifies Child Find at the transition conference. This information is entered into the CHRIS and the Child Find time line on that child ends. K. LEA Process for Determining Eligibility and Developing the IEP -The school district schedules an eligibility determination and IEP meeting. Teachers contracted within the community agency collaborate to schedule an IEP Meeting. The district invites the family, the Staffing Specialist, the teacher, therapists and any other appropriate community participants. Families may also invite others to attend. interpreters are provided as needed. Families are given a summary of procedural safeguards. L. The Staffing Specialist facilitates the meeting; evaluations are shared and if the child is eligible, an IEP is developed by the child's third birthday, and the date of implementation is determined. M. If the child is ineligible, the family is given information about other community services.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

- a. The prekindergarten program for children with disabilities supports young children by recognizing and respecting their unique abilities, strengths, and needs.
- b. Services for young children with disabilities and their families include a range of educational, developmental, and therapeutic activities that are provided in least restrictive or natural learning environments where children experience learning opportunities that promote and enhance behavioral and developmental competencies.

- c. For a child with disabilities age three through five years, special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the child. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
- d. Programs and services for prekindergarten children with disabilities are based on practices that are developmentally appropriate for all young children. They acknowledge the importance of collaboration and partnerships with families and view the child in the context of the family and community. Understanding and knowledge of early childhood development serves as a foundation for these practices.

2. Curriculum

- a. Curriculum content, materials, and activities are consistent with the district's program philosophy.
 - For prekindergarten children with disabilities, during the year prior to kindergarten entry, the Florida Early Learning and Developmental Standards – 4 Years Old to Kindergarten are used to guide the selection of curriculum (curricula) in concert with a knowledge and understanding of the impact of the disability on the growth and development of the child.
 - The Florida Early Learning and Developmental Standards: Birth to Kindergarten help to create a shared framework and common language between early childhood education and early childhood special education by emphasizing the sequence of development across multiple developmental domains and the importance of the classroom environment to include how curricula, materials, and equipment are selected.
 - For children birth to the age of eligibility for the VPK program, Florida Early Learning and Developmental Standards: Birth to Kindergarten may be used to guide the selection of curriculum, materials, and equipment.
- b. Modifications, adaptations, and accommodations of curricula, materials, and activities selected may be needed to meet the unique needs of the child. Ongoing progress monitoring is conducted to ensure that the instruction or interventions provided are effective in attaining the desired outcomes.

3. Instructional support

- a. Young children receive instructional support through specially designed instruction and related services as determined by the IEP process or early intervention services as determined through the IFSP process. These services are based on peer-reviewed, research-based practices to the extent practicable.
- b. Teachers and related services personnel are trained in how to design and implement individualized programs to address the learning needs of children with disabilities.
- c. Teachers and related services personnel are provided with administrative support to ensure reasonable class size and workload, adequate funds for materials, and professional development. Teachers provide instruction in the domains of development, including cognitive development, motor development, language and communication, social emotional development, and adaptive behavior. Instruction and related services may be offered in a continuum of placements and settings that may include regular, resource, or special class settings in public, community-based, or home-based settings.
- d. School districts may provide related services to children and professional development for teachers and related services personnel in coordination with community agencies, including other early childhood partners such as Early Learning Coalitions and Head Start. Additionally, support for professional development and related services may, as appropriate, be provided in collaboration with discretionary projects funded by the Bureau of Exceptional Education and Student Services, the Florida School for the Deaf and the Blind, and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Department of Children and Families, and the Department of Health, Children's Medical Services.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for prekindergarten children with disabilities.

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

Students with Disabilities Ages Birth through Two Years

Statutory and Regulatory Citations

34 CFR §303.340

Sections 1003.03, 1003.21, and 1003.57, F.S.

Rules 6A-6.0331 and 6A-6.03029, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of families who have children with disabilities, ages birth through two years, related to enhancing a child's development and the resources to provide early intervention services. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others is used to prepare the document. An IFSP must be used for children ages birth through two years.

Procedures

1. Content of an IFSP

The IFSP is in writing and includes:

- a. A statement of the child's present levels of physical development (including vision, hearing, and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment.
- b. With concurrence of the family, a statement of the family's resources, priorities, and concerns related to enhancing the development of the family's child as identified through the assessment of the family.
- c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including pre-literacy and language skills, as developmentally appropriate for the child, and the goals, criteria, procedures, and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;
- d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable, or, necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;
- e. A statement of the natural environments in which early intervention services, and a justification of the extent, if any, to which the services will not be provided in a natural environment;
- f. A statement of the strategies needed in order to meet the child's and family's outcomes
- g. The projected dates for initiation of services.
- h. The IFSP must:
 - Identify any medical and additional supports that the child or family needs or is receiving through other sources but that are neither required nor funded under IDEA, Part C and
 - Include a description of the steps the service coordinator or family may take to assist the child and family in securing additional supports not currently being provided
- i. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the services identified on the plan including transition services and coordination with other agencies and persons;
- j. Family demographic and contact information;

- k. A statement of eligibility, including recommendations for children not found eligible;
- l. A description of everyday routines, activities, and places in which the child lives, learns, and plays and individuals with whom the child interacts
- m. Identification of the most appropriate IFSP team member to serve as the primary service provider; and
- n. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation, and the individual responsible for implementing the IFSP.

2. Content of IFSPs for children ages birth through two years

IFSPs developed for children with disabilities ages birth through two years must also include:

- a. The frequency, intensity, and method of delivery of the early intervention services;
- b. The location and length of the early intervention services;
- c. Funding source or payment arrangements, if any;
- d. Anticipated duration of the services;
- e. Other services to the extent appropriate; and
- f. The steps to be taken to support the transition of the child, upon reaching age three, to preschool services for children with disabilities ages three through five years, to the extent that those services are considered appropriate or other services that may be available, if appropriate; the steps required for transition include:
 - Discussions with and training of, parent(s) regarding future placements and other matters related to the child's transition;
 - Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting; and
 - Notification information to the school district for the purpose of child find;
 - With parental consent, the transmission of information about the child to the school district to ensure continuity of services, including a copy of the most recent evaluation and assessments of the child and family and a copy of the most recent IFSP that has been developed and implemented; and
 - Identification of transition services and other activities that the IFSP team determines are necessary to support the transition of the child.

3. Timelines and requirements for IFSPs

a. Timelines for IFSPs developed for children ages birth through two years include:

- A meeting to develop the initial IFSP for a child who has been evaluated for the first time and determined eligible must be conducted within 45 days from referral;
- A review of the IFSP for a child and the child's family must be conducted every six months from the date of the initial or annual evaluation of the IFSP or more frequently if conditions warrant, or if the family requests such a review; the review may be carried out at a meeting or by another means that is acceptable to the parent(s) and other participants.

b. The purpose of the periodic review is to determine:

- The degree to which progress toward achieving the results or the outcomes identified on the IFSP is being made; and
- Whether modifications or revision of the results or outcomes or services are necessary; and
- Whether additional needs have been identified based on ongoing assessment or observation.

c. A face-to-face meeting is conducted on at least an annual basis re-determine eligibility and review the IFSP and, to revise, change, or modify its provisions. The results of any current evaluations, and other information available from the ongoing assessments of the child and family, are used to determine continuing eligibility and what early intervention services are needed and will be provided.

d. IFSP meetings are held in accordance with the following:

- Conducted in settings and at times that are convenient to families; and
- Conducted in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so.

e. Meeting arrangements are made with and written notice provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend.

f. The contents of the IFSP are fully explained to the parent(s) and informed written consent from the parent(s) is obtained prior to the provisions of early intervention services described in the plan. If the parent(s) do not provide consent with respect to a particular early intervention service, that service may not be provided. Each early intervention service must be provided as soon as possible after the parent provides consent for that service.

4. Participants in IFSP meetings (ages birth through two years)

Participants in the development of IFSPs (both initial and annual) for children with disabilities ages birth through two years must include:

- a. The parent or parent(s) of the child;
- b. Other family members as requested by the parent(s), if feasible to do so;
- c. An advocate or person outside of the family, if the parent(s) request that the person participate;
- d. The service coordinator who has been working with the family since the initial referral of the child for evaluation, or the person designated responsible for implementation of the IFSP;
- e. For initial IFSP meetings, individuals who are directly involved in conducting the evaluation and assessment;
- f. The individual who will be providing early intervention services to the child or family, as appropriate.

5. If any of these participants is unable to attend a meeting, arrangements must be made for the individual's involvement through other means, including:

- a. Participating in a telephone or video conference call;
- b. Having a knowledgeable authorized representative attend the meeting; or
- c. Making pertinent records available at the meeting.

6. Each periodic review provides for the participation of the individuals listed above. If conditions warrant, provisions must be made for the participation of other representatives.

7. Provision of services before evaluation and assessments are completed

Early intervention services for a child with disabilities ages birth through two years and the child's family may commence before the completion of the evaluation and assessments if the following conditions are met:

- a. Parental consent is obtained;
- b. An interim IFSP is developed that includes the name of the service coordinator who will be responsible for the implementation of the interim IFSP and coordination with other agencies and individuals and the services that have been determined to be needed immediately by the child and the family; and
- c. Signatures of those who developed the IFSP; and

d. The evaluation and assessments are completed and an initial IFSP developed within 45 days from the referral date.

8. For children ages birth through two years, the school district is only financially responsible for the early intervention services specified and agreed to through the IFSP process.

Students with Disabilities Ages Three through Five

Statutory and Regulatory Citations

34 CFR §§303.323 and 300.340

Sections 1003.21, 1003.03, and 1003.57, F.S.

Rules 6A-6.03028, 6A-6.03029 and 6A-6.0331, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of a family related to enhancing their child's development and the resources to provide early intervention services to children with disabilities ages birth through two years or special education and related services to children with disabilities ages three through five years. School districts may utilize, at the option of the school district and with written parental consent, an IFSP, consistent with Rule 6A-6.03029, F.A.C., in lieu of an individual educational plan (IEP). Parents must be provided with a detailed explanation of the difference between an IFSP and an IEP. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others shall be used to prepare the document.

Procedures

1. Content of an IFSP

The IFSP is in writing and includes:

- a. A statement of the child's present levels of physical development (including vision, hearing, and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment.
- b. With concurrence of the family, a statement of the family's resources, priorities, and concerns related to enhancing the development of the child as identified through the assessment of the family;
- c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including an educational component that promotes school readiness and incorporates pre-literacy, language, and numeracy skills, as developmentally appropriate for the child, and the goals, criteria, procedures, and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;
- d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable, or, necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;
- e. The projected dates for initiation of services;
- f. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the plan and coordination with other agencies and persons. In meeting this requirement, the school district may assign the same service coordinator who was appointed at the time that the child was initially referred for evaluation to be responsible for implementing a child's and family's IFSP or may appoint a new service coordinator;
- g. Family demographic and contact information;
- h. A statement of eligibility, including recommendations for children not found eligible;
- i. A description of everyday routines, activities, and places in which the child lives, learns, and plays and individuals with whom the child interacts;
- j. Identification of the most appropriate IFSP team member to serve as the primary service provider; and

k. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation and the individual responsible for implementing the IFSP.

l. The frequency, intensity, and method of delivery of the early intervention services;

m. The location and length of the services;

n. The payment arrangements, if any;

o. Anticipated duration of the services;

p. Other services to the extent appropriate; and

- The steps to be taken to support the transition of the child when exiting the Early Steps program to preschool services for children with disabilities ages three through five years, or other services that may be available. The steps required for transition shall include:
- Discussions with, and training of, parent(s) regarding future placements and other matters related to the child's transition;
- Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting;
- With parental consent, the sharing of information about the child to the school district to ensure continuity of services, including evaluation and assessment information and copies of IFSPs that have been developed and implemented; and
- Identification of transition services and other activities that the IFSP team determines are necessary to support the child.

2. Requirements for IFSPs for children ages three through five are in accordance with the requirements in 6A-6.03028, F.A.C.

- By the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities, an IEP consistent with Rule 6A-6.03028(3)(e), F.A.C., or an IFSP consistent with Rule 6A-6.03029, F.A.C., must be developed and implemented.
- For the purpose of implementing the requirements of Rule 6A-6.03029, F.A.C., each school district will participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.
- If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

3. Participants in IFSP meetings for children with disabilities (ages three through five years) include:

- a. The parent(s);
- b. Not less than one regular education teacher,
- c. Not less than one special education teacher or, where appropriate, not less than one special education provider of the student.
- d. A representative of the local district who is qualified to provide or supervise the provision of specially designed instruction for children with disabilities and is knowledgeable about the general curriculum and the availability of resources of the local district;
- e. An individual who can interpret the instructional implications of the evaluation results. This individual may be a member of the committee as described in b) through d) above;
- f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel (**Note:** The determination of the knowledge or special expertise shall be made by

the party who invited the individual to participate in the IFSP meeting); and

g. Whenever appropriate, the child.

4. IEPs and meetings for students with disabilities placed in private schools or community facilities by the school district.

a. If a student with a disability is placed in a private school by the school district, in consultation with the student's parents, the school district shall:

- Ensure that the student has all of the rights of a student with a disability who is served by a school district.
- Initiate and conduct a meeting to develop an IEP or an IFSP in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., before the school district places the student; and,
- Ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the school district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.

b. After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the school district, but the school district must ensure that the parents and a school district representative are involved in decisions about the IEP and agree to proposed changes in the IEP before those changes are implemented by the private school.

c. Even if a private school or facility implements a student's IEP, responsibility for compliance with these rules remains with the school district.

d. Subparagraphs 4.a. – c. of this section apply only to students who are or have been placed in or referred to a private school or facility by a school district as a means of providing FAPE.

5. If placement in a public or private residential program is necessary to provide special education to a student with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the student.

6. For children ages three through five years, the school district is only financially responsible for the provision of special education and related services necessary for the child to benefit from special education.

Part III. Policies and Procedures for Students Who are Gifted

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

- This section is not applicable for the Department of Corrections.

Statutory and Regulatory Citations

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.03019 and 6A-6.030191, F.A.C.

Definition

A student who is gifted is one who has superior intellectual development and is capable of high performance.

Eligibility Criteria

A student is eligible for special instructional programs for the gifted from kindergarten through Grade 12 if the student meets the criteria under 1. or 2. below:

1. The student demonstrates:
 - a. The need for a special program
 - b. A majority of characteristics of gifted students according to a standard scale or checklist
 - c. Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence
2. The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C. as students with limited English proficiency or students from low socio-economic status families.

Additional Information:

- The school district has a plan for increasing the participation of underrepresented groups in programs for gifted students. The plan is provided in Appendix C of this document.
- The school district does not have a plan for increasing the participation of underrepresented groups in programs for gifted students.

Student Evaluation

1. The minimum evaluations for determining eligibility address the following:
 - a. Need for a special instructional program
 - b. Characteristics of the gifted
 - c. Intellectual development
 - d. May include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted
2. Evaluations and qualified evaluators for students who are gifted are listed in Part I of this document.

Temporary Break in Service

The team developing the Educational Plan (EP) may determine that a student's needs may currently be appropriately met through other academic options. The parent or student may indicate that they do not desire service for a period of time. Should the decision be made to waive the services offered on the current educational plan, the student may resume service at any time.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

- a. Each student identified as being eligible for gifted services is entitled to receive a free appropriate public education which will enable the student to progress in the general curriculum to the maximum extent appropriate.
- b. Specially designed instruction, appropriate related services, and programs for students who are gifted shall provide significant adaptations in one or more of the following: curriculum, methodology, materials, equipment, or environment designed to meet the individual and unique needs and goals of each student who is gifted.
- c. A range of service delivery options is available to meet the student's special needs. Teachers are trained to provide the unique services identified for each student and are provided with administrative support to ensure reasonable class size, adequate funds for materials and inservice training.

2. Curriculum

- a. Curriculum options include an effective and differentiated curriculum designed for the abilities of the student who is gifted to ensure that each individual student progresses in the curriculum.
- b. The curriculum may include, but is not limited to, opportunities for problem solving, problem-based learning, application of knowledge and skills, and other effective instructional strategies.
- c. The teachers of the students who are gifted are trained to provide a curriculum based on the educational characteristics and needs of the learner who is gifted.
- d. Curriculum for each student will be determined by the EP and will focus on the performance levels for the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for students who are gifted.
- e. The curriculum for the student who is gifted will assume access to the general curriculum (State standards) with emphasis on what the EP team determines will offer opportunities for growth for the learner who is gifted based on the student's strengths and present level of performance.

3. Instructional support

- a. Students identified as eligible for gifted services receive instructional support through the specially designed instruction and related services as determined through the development of the EP.
- b. Teachers of the students who are gifted provide instruction and support to further develop the student's demonstrated ability.
- c. Teachers are provided with administrative support to develop an individualized program to meet the goals for each student as determined by the EP.
- d. Students who are gifted may indicate a need for special counseling and guidance in understanding their special characteristics.
- e. Support services are provided in coordination with local school district student services and community agencies, the Florida Diagnostic and Learning Resources System associate centers, special projects funded by the Bureau of Exceptional Education and Student Services, and other agencies of state and local government.
- f. No student may be given special instruction for students who are gifted until after he or she has been properly evaluated and found eligible for gifted services.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who are gifted.

- 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: Educational Plans for Students who are Gifted

Statutory and Regulatory Citation

Sections 1001.02, 1003.01, and 1003.57, F.S.

Rule 6A-6.030191, F.A.C.

Procedures

1. The district is responsible for developing Educational Plans (EPs) for students who are identified solely as gifted.

Note: Individual Educational Plans (IEPs) rather than EPs are developed for those students who are gifted and are also identified as having a disability.

- a. The EP includes:

- A statement of the student's present levels of educational performance that may include, but is not limited to, the student's strengths and interests, the student's needs beyond the general curriculum, results of the student's performance on state and district assessments, and evaluation results
- A statement of goals, including benchmarks or short-term objectives
- A statement of the specially designed instruction to be provided to the student
- A statement of how the student's progress toward the goals will be measured and reported to the parents
- The projected dates for the beginning of services and the anticipated frequency, location, and duration of these services

- b. The EP team considers the following during development, review, and revision of the EP:

- The strengths of the student and the needs resulting from the student's giftedness
- The results of recent evaluations, including class work and state or district assessments
- In the case of a student with limited English proficiency, the language needs of the student as they relate to the EP

- c. Timelines for development of the EP include the following:

- An EP is in effect at the beginning of each school year for each student identified as gifted who is continuing in a special program.
- An EP is developed within 30 calendar days following the determination of eligibility for specially designed instruction in the gifted program and is in effect prior to the provision of these services.
- Meetings are held to develop and revise the EP at least once every three years for students in Grades K–8 and at least every four years for students in Grades 9–12.
- EPs may be reviewed more frequently, as needed, such as when a student transitions from elementary to middle school or from middle to high school.

- d. EP participants include:

- The parents, whose role includes providing information on the student's strengths, expressing concerns for enhancing the education of their child, participating in discussions about the child's need for specially designed instruction, participating in deciding how the child will be involved and participate in the general curriculum, and participating in the determination of what services the district will provide to the child and in what setting
- At least one teacher of the gifted program
- One regular education teacher of the student who, to the extent appropriate, is involved in the development of the student's EP; involvement may include the provision of written documentation of a student's strengths and needs for

review and revision of the subsequent EPs

- A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction for students who are gifted and is knowledgeable about the general curriculum and the availability of resources of the school district; at the discretion of the district, one of the student's teachers may be designated to serve as the representative of the district
- An individual who can interpret the instructional implications of the evaluation results; this individual may be a teacher of the gifted, a regular education teacher, or a representative of the school district as described above
- At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel (**Note:** The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the EP meeting)
- Whenever appropriate, the student

2. Parent participation in EP meetings

The district takes the following steps to ensure that one or both of the parents of a student identified as gifted is present or provided the opportunity to participate at EP meetings:

- a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend
- b. Scheduling the meeting at a mutually agreed on time and place
 - i. A written notice to the parent indicates the purpose, time, location of the meeting, and who, by title or position, will be in attendance. It also includes a statement informing the parents that they have the right to invite an individual with special knowledge or expertise about their child. If neither parent can attend, the district uses other methods to ensure parent participation, including individual or conference telephone calls.
 - ii. A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parents. In this case, the district maintains a record of its attempts to arrange a mutually agreed on time and place. These records include such items as:
 - Detailed records of telephone calls made or attempted and the results of those calls
 - Copies of correspondence sent to the parents and any responses received
 - Detailed records of visits made to the parent's home or place of employment and the results of those visits
 - iii. The district takes whatever action is necessary to ensure that the parent understands the proceedings at the meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English. A copy of the EP shall be provided to the parent at no cost.

3. Implementation of the EP

- a. An EP is in effect before specially designed instruction is provided to an eligible student and is implemented as soon as possible following the EP meeting.
- b. The EP is accessible to each of the student's teachers who are responsible for the implementation, and each teacher of the student is informed of specific responsibilities related to the implementation of the EP.

One of the following must be selected:

- I have read and understand the above information.
- This section is not applicable for the Department of Corrections.

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

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

Statutory and Regulatory Citations

34 CFR §§300.130–300.144
Rule 6A-6.030281, F.A.C.

Definition

Parentally-placed private school students with disabilities means students with disabilities enrolled by their parents in private, including religious, **non-profit** schools or facilities that meet the definition of elementary school or secondary school under rules 6A-6.03011 through 6A-6.0361, F.A.C., and does not include students with disabilities who are or have been placed in or referred to a private school or facility by the school district as a means of providing special education and related services. This definition does not include students with disabilities enrolled by their parents in **for-profit** private schools.

Procedures

1. Policies and procedures for parentally-placed private school students with disabilities

The school district will maintain policies and procedures to ensure the provision of equitable services to students with disabilities who have been placed in private schools by their parents.

2. Child find for parentally-placed private school students with disabilities

The school district will locate, identify, and evaluate all students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction. The child find process will be designed to ensure the equitable participation of parentally-placed private school students and an accurate count of those students.

a. Activities

In carrying out the requirements of this section, the school district will undertake activities similar to the activities undertaken for the school district's public school students.

b. Cost

The cost of carrying out the child find requirements, including individual evaluations, may not be considered in determining if the school district has met its obligation.

c. Completion period

The child find process will be completed in a time period comparable to that for other students attending public schools in the school district.

d. Out-of-state students

The school district in which private, including religious, elementary and secondary schools are located will, in carrying out the child find requirements, include parentally-placed private school students who reside in a state other than Florida.

3. Confidentiality of personally identifiable information

If a student is enrolled, or is going to enroll, in a private school that is not located in the school district of the parent's residence, parental consent will be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

4. Provision of services for parentally-placed private school students with disabilities – basic requirement

To the extent consistent with the number and location of students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, provision is made for the participation of those students in the program assisted or carried out under Part B of IDEA by providing them with special education and related services, including direct services determined in accordance with 12. and 13. below, unless the U.S. Secretary of Education has arranged for services to those students under the by-pass provisions in 34 CFR §§300.190 through 300.198.

a. Services plan for parentally-placed private school students with disabilities

A services plan will be developed and implemented for each private school student with a disability who has been designated by the school district in which the private school is located to receive special education and related services.

b. Record keeping

The school district will maintain in its records, and provide to the Florida Department of Education (FDOE), the following information related to parentally-placed private school students covered:

- The number of students evaluated
- The number of students determined to be students with disabilities
- The number of students served

5. Expenditures

To meet the requirements, the school district will spend the following on providing special education and related services (including direct services) to parentally-placed private school students with disabilities:

- a. For children and students aged three through 21, an amount that is the same proportion of the school district's total subgrant under Section 611(f) of IDEA as the number of private school students with disabilities aged three through 21 who are enrolled by their parents in private, including religious, elementary, and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through twenty-one (21).
- b. For children aged three through five years, an amount that is the same proportion of the school district's total subgrant under Section 619(a) of IDEA as the number of parentally-placed private school students with disabilities aged three through five who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through five.
- c. Children aged three through five years are considered to be parentally-placed private school students with disabilities enrolled by their parents in private, including religious, elementary schools, if they are enrolled in a private school that meets the definition of elementary school under Florida law.
- d. If the school district has not expended for equitable services all of the funds described in paragraphs a) and b) above by the end of the fiscal year for which Congress appropriated the funds, the school district will obligate the remaining funds for special education and related services (including direct services) to parentally-placed private school students with disabilities during a carry-over period of one additional year.

6. Calculating proportionate amount

In calculating the proportionate amount of federal funds to be provided for parentally-placed private school students with disabilities, the school district, after timely and meaningful consultation with representatives of private schools, will conduct a thorough and complete child find process to determine the number of parentally-placed students with disabilities attending private schools located in the school district. (See Appendix B to IDEA regulations for an example of how proportionate share is calculated)

7. Annual count of the number of parentally-placed private school students with disabilities

The school district will, after timely and meaningful consultation with representatives of parentally-placed private school students with disabilities, determine the number of parentally-placed private school students with disabilities attending private schools located in the school district and ensure that the count is conducted on any date between October 1 and December 1, inclusive, of each year. The count will be used to determine the amount that the school district will spend on providing special education and related services to parentally-placed private school students with disabilities in the next fiscal year.

8. Supplement, not supplant

State and local funds may supplement and in no case supplant the proportionate amount of federal funds required to be expended for parentally-placed private school students with disabilities.

9. Consultation with private school representatives

To ensure timely and meaningful consultation, the school district will consult with private school representatives and representatives of parents of parentally-placed private school students with disabilities during the design and development of special education and related services for the students regarding the following:

- a. The child find process, including how parentally-placed private school students suspected of having a disability can participate equitably and how parents, teachers, and private school officials will be informed of the process

- b. The determination of the proportionate share of federal funds available to serve parentally-placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated
- c. The consultation process among the school district, private school officials, and representatives of parents of parentally-placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed students with disabilities identified through the child find process can meaningfully participate in special education and related services
- d. Provision of special education and related services; how, where, and by whom special education and related services will be provided for parentally-placed private school students with disabilities, including a discussion of:
 - The types of services, including direct services and alternate service delivery mechanisms
 - How special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school students
 - How and when those decisions will be made
- e. How, if the school district disagrees with the views of private school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district will provide to such private school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract

10. Written affirmation

When timely and meaningful consultation has occurred, the school district will obtain a written affirmation signed by the representatives of participating private schools. If the representatives do not provide the affirmation within a reasonable period of time, the school district will forward the documentation of the consultation process to FDOE.

11. Compliance

A private school official has the right to submit a complaint to the FDOE that the school district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. If the private school official wishes to submit a complaint, the official will provide to FDOE the basis of the noncompliance by the school district with the applicable private school provisions, and the school district will forward the appropriate documentation to FDOE. If the private school official is dissatisfied with the decision of FDOE, the official may submit a complaint to the U.S. Secretary of Education by providing the information on noncompliance, and FDOE will forward the appropriate documentation to the U.S. Secretary of Education.

12. Equitable services determined

- a. No parentally-placed private school student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school.
- b. Decisions about the services that will be provided to parentally-placed private school students with disabilities will be made in accordance with the information in this section.
- c. The school district will make the final decisions with respect to the services to be provided to eligible parentally-placed private school students with disabilities.

13. Services plan for each student served

- a. If a student with a disability is enrolled in a religious or other private school by the student's parents and will receive special education or related services from the school district, the school district will initiate and conduct meetings to develop, review, and revise a services plan for the student and ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the school district will use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.
- b. Each parentally-placed private school student with a disability who has been designated by the school district to receive services will have a services plan that describes the specific direct special education services that the school district will provide to the student in light of the services that the school district has determined it will make available to parentally-placed private school students with disabilities.

- c. The services plan will be developed, reviewed, and revised consistent with the requirements for IEP development, review, and revision.

14. Equitable services provided

- a. The provision of equitable services will be by employees of the school district or through contract by the school district with an individual, association, agency, organization, or other entity.
- b. The services provided to parentally-placed private school students with disabilities will be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who are providing equitable services to parentally-placed private school students with disabilities do not have to meet the highly qualified special education teacher requirements under Florida law.
- c. Parentally-placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.
- d. Special education and related services provided to parentally-placed private school students with disabilities, including materials and equipment, will be secular, neutral, and non-ideological.

15. Location of services and transportation

- a. Equitable services to parentally-placed private school students with disabilities may be, but are not required to be, provided on the premises of private, including religious, schools.
- b. If necessary for the student to benefit from or participate in the services, a parentally-placed private school student with a disability will be provided transportation from the student's school or the student's home to a site other than the private school and from the service site to the private school, or to the student's home, depending on the timing of the services.
- c. The school district is not required to provide transportation from the student's home to the private school.
- d. The cost of any transportation provided under this section may be included in calculating whether the school district has expended its proportionate share.

16. Due process hearings and procedural safeguards

- a. Except as provided herein, the procedures related to procedural safeguards, mediation, and due process hearings do not apply to complaints that the school district has failed to meet the requirements in this section, including the provision of services indicated on the student's services plan. However, such procedures do apply to complaints that the school district has failed to meet the requirements related to child find, including the requirements related to conducting appropriate evaluations of students with disabilities.
- b. Any request for a due process hearing regarding the child find requirements will be filed with the school district in which the private school is located and a copy will be forwarded to FDOE.

17. State complaints

- a. Any complaint that the school district has failed to meet the requirements related to the provision of equitable services, services plans, expenditures, consultation with private school representatives, personnel, or equipment and supplies will be filed in accordance with the state complaint procedures described in rules 6A-6.03011 through 6A-6.0361, F.A.C.
- b. A complaint filed by a private school official under this section will be filed with FDOE in accordance with its state complaint procedures as prescribed in Rule 6A-6.03311, F.A.C.

18. Requirement that funds not benefit a private school

- a. The school district will not use funds provided under IDEA to finance the existing level of instruction in a private school or to otherwise benefit the private school.
- b. The school district will use funds provided under Part B of IDEA to meet the special education and related services needs of parentally-placed private school students with disabilities, but not for the needs of a private school or the general needs of

the students enrolled in the private school.

19. Use of personnel

- a. The school district may use funds available under IDEA to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally-placed private school students with disabilities if those services are not normally provided by the private school.
- b. The school district may use funds available under IDEA to pay for the services of an employee of a private school to provide equitable services if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.

20. Separate classes prohibited

The school district will not use funds available under IDEA for classes that are organized separately on the basis of school enrollment or religion of the students if the classes are at the same site and the classes include students enrolled in public schools and students enrolled in private schools.

21. Property, equipment, and supplies

- a. The school district will control and administer the funds used to provide special education and related services and hold title to and administer materials, equipment, and property purchased with those funds for the uses and purposes provided in this section.
- b. The school district may place equipment and supplies in a private school for the period of time needed for the provision of equitable services.
- c. The school district will ensure that the equipment and supplies placed in a private school are used only for IDEA purposes and can be removed from the private school without remodeling the private school facility.
- d. The school district will remove equipment and supplies from a private school if the equipment and supplies are no longer needed for IDEA purposes or removal is necessary to avoid unauthorized use of the equipment and supplies for other than IDEA purposes.
- e. No funds under IDEA will be used for repairs, minor remodeling, or construction of private school facilities.

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

Statutory and Regulatory Citations

Sections 1002.01, 1002.39, 1002.43 1002.66 and 1003.21, F.S.

Definition

The John M. McKay Scholarships for Students with Disabilities Program provides the option for students with an IEP or an accommodation plan issued under Section 504 of the Rehabilitation Act (excluding a temporary accommodation plan which is valid six months or less) to attend a public school other than the one to which the student is assigned or to receive a scholarship to a participating private school of choice.

Eligibility Criteria

1. The parent of a student with a disability may request and receive from the state a McKay Scholarship for the student to enroll in and attend a private school if:
 - a. The student has received specialized instructional services under the Voluntary Prekindergarten Education Program during the previous school year and the student has a current IEP developed by the local school board in accordance with rules of the State Board of Education for the John M. McKay Scholarships for Students with Disabilities Program or a 504 accommodation plan has been issued
 - b. The student has spent the prior school year in attendance at a Florida public school or the Florida School for the Deaf and the Blind (FSDB). Prior school year in attendance means that the student was enrolled and reported by one of the following:
 - A school district for funding during the preceding October and February Florida Education Finance Program (FEFP) surveys in kindergarten through Grade 12, which shall include time spent in a Department of Juvenile Justice (DJJ) commitment program if funded under the FEFP
 - The FSDB during the preceding October and February student membership surveys in kindergarten through Grade 12
 - A school district for funding during the preceding October and February FEFP surveys, was at least four years old when so enrolled and reported, and was eligible for services under s. 1003.21, F.S.

Note: A dependent child of a member of the United States Armed Forces who transfers to a school in this state from out of state or from a foreign country pursuant to a parent's permanent change of station orders is exempt from the previous requirements but must meet all other eligibility requirements to participate in the program.

Additionally a foster child is exempt from the previous requirements but must meet all other eligibility requirements to participate in the program.

- c. The parent has obtained acceptance for admission of the student to a private school that is eligible for the program and has requested a scholarship from the department at least 60 days prior to the date of the first scholarship payment. The request must be through a communication directly to the FDOE in a manner that creates a written or electronic record of the request and the date of receipt of the request. FDOE must notify the district of the parent's intent upon receipt of the parent's request.
2. A student is not eligible for a John M. McKay Scholarship while:
 - a. Enrolled in a school operating for the purpose of providing educational services to youth in DJJ commitment programs;
 - b. Receiving an educational scholarship in accordance with Chapter 1002, F.S.;
 - c. Participating in a home education program as defined in s. 1002.01, F.S.;
 - d. Participating in a virtual school, correspondence school, or distance learning program that receives state funding pursuant to the student's participation, unless the participation is limited to no more than two courses per school year;

- e. Participating in a private tutoring program in accordance with s. 1002.43, F.S.;
- f. Enrolled in the FSDB; or
- g. Not having regular and direct contact with his or her private school teachers at the school's physical location, unless that student is participating under the Transition to Work Program within the private school.

Procedures

1. The amount of the scholarship is calculated based on the student's matrix of services document or the amount of the private school's tuition and fees, whichever is less.
2. For purposes of continuity of educational choice, a John M. McKay Scholarship shall remain in force until the student returns to a public school, graduates from high school, or reaches the age of 22, whichever occurs first.
3. A scholarship student who enrolls in a public school or public school program is considered to have returned to a public school for the purpose of determining the end of the scholarship's term. However, if a student enters a DJJ detention center for a period of no more than 21 days, the student is not considered to have returned to a public school for that purpose.
4. Upon reasonable notice to the FDOE and the school district, the student's parent may remove the student from the private school and place the student in a public school.
5. Upon reasonable notice to the FDOE, the student's parent may move the student from one participating private school to another participating private school.

School District Obligations

1. Notifying parents of students with disabilities about the scholarship program by April 1 of each year and within 10 days after an IEP team meeting or a 504 accommodation plan is issued.
2. Informing parents of the availability of the Information Hotline and School Choice website.
3. Offering parents an opportunity to enroll their student in another public school within their district.
4. Keeping all district contact information up-to-date with the FDOE, which can be done through the <http://www.floridaschoolchoice.org> website when logged in as a district administrator.
5. Submitting an annual Parental Notification Verification Form to the FDOE in the spring of each school year.
6. Notifying parents, within 10 days of filing intent, if a matrix has not been completed, and informing parents that the required matrix completion date is 30 days after a filed intent.
7. For a student with a disability who does not have a matrix of services, completing a matrix of services within 30 days of the parent's filed intent date that assigns the student to one of the three levels of service.
Note: Changes in a matrix of services document may be made only for a technical, typographical, or calculation error.
8. Providing locations and times, if requested, for any McKay Scholarship student attending a private school within the district to take statewide assessment exams.
9. Providing reevaluation notifications to parents of scholarship students at least once every three years.
10. Confirming that scholarship students have not enrolled in public school by completing the District Enrollment Verification files quarterly prior to scholarship.
11. Reporting students who receive McKay Scholarship funding as **3518**, which designates them as McKay private school students on the full-time equivalent (FTE) survey.
12. Notifying the FDOE if a student enrolls in public school, is registered as a home education student, or is committed to a DJJ commitment program for more than 21 days.
13. Providing transportation to the public school if the parent's choice is consistent with the district's school choice plan.

14. Accepting a McKay student from an adjacent district if there is space available and there is a program with the services agreed to in the individual educational plan or 504 accommodation plan that is already in place.

Section C: Gardiner Scholarship Program

Statutory and Regulatory Citation

Chapter 1005, Part III, F.S

Sections 393.063, 393.069, 456.001, 1002.01, 1002.21, 1002.385, 1002.395, 1002.66 and 1005.02, F.S.

Definition

The Gardiner Scholarship provides the option for a parent to better meet the individual educational needs of an eligible child.

- The following are defined as they relate to the Gardiner Scholarship:
 - "Approved provider" means a provider who has been approved by the Agency for Persons with Disabilities, a health care practitioner pursuant to s. 456.001(4), F.S., or a provider approved by the department pursuant to s. 1002.66, F.S.
 - "Curriculum" means a complete course of study for a particular content area or grade-level, which includes any required supplemental materials.
 - "Department" means the FDOE.
 - "Disability" means, a three- or four- year old child or for a student in kindergarten to Grade 12, and any of the following:
 - Autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, published by the American Psychiatric Association, as defined in s. 393.069, F.S.;
 - Cerebral Palsy, as defined in 393.063, F.S.;
 - Down Syndrome, as defined in s.393.063, F.S.;
 - Intellectual Disability, as defined in s.393.063, F.S.;
 - Prader-Willi syndrome, as defined in s. 393.063 , F.S.;
 - Spina bifida, as defined in s. 393.063, F.S.;
 - For a student in kindergarten, being a high-risk child, as defined in 393.063, F.S.;
 - Muscular dystrophy;
 - Williams Syndrome;
 - Rare diseases which affect patient populations of fewer than 200,000 individuals in the United States, as defined by the National Organization for Rare Disorders;
 - Anaphylaxis;
 - Deaf;
 - Visually impaired;
 - Traumatic brain injured;
 - Hospital or homebound as defined by Rule 6A-6.03020, F.A.C.; or
 - Identification as having a dual sensory impairment according to Rule 6A-6.03022, F.A.C., and evidenced by reports from the local school district.
 - "Eligible" to receive a Gardiner Scholarship means that the student:
 - Is a resident of this state;

- Is or will be three or four years on or before September 1 of the year in which the student applies for program participation, or is eligible to enroll in kindergarten through Grade 12 in a public school in the state;
 - Is the subject of an IEP written in accordance with rules of the State Board of Education or has received a diagnosis of a disability as defined below from a physician who is licensed under Chapter 458 or Chapter 459 or a psychologist who is licensed in this state.
 - Has a disability as defined above.
- "Eligible nonprofit scholarship-funding organization" as defined in 1002.395, F.S.
 - "Eligible postsecondary institution" means any of the following:
 - Florida College System institution;
 - State university;
 - School district technical center;
 - School district adult general education center; or
 - An accredited nonpublic postsecondary educational institution, as defined in s. 1005.02, F.S., that is licensed to operate in the state pursuant to requirements specified in Part III of Chapter 1005, F.S.
 - "Eligible private school" means a private school, pursuant to s. 1002.01, F.S. that is located in Florida and offers an education to students in any grade from kindergarten to Grade 12.
 - "IEP" means an individual education plan.
 - "Inactive" means that no eligible expenditures have been made from an account funded by the Gardiner Scholarship.
 - "Parent" means a resident of this state who is a parent, as defined in s. 1002.21, F.S.
 - "Program" means the Gardiner Scholarship Program.

School District's Obligations and Parental Options

- Include the following:
 - The school district shall notify a parent who has made a request for an IEP that the district is required to complete the IEP and matrix of services within 30 days after receiving notice of the parent's request;
 - The school district shall conduct a meeting and develop an IEP and a matrix of services within 30 days after receiving notice of the parent's request in accordance with State Board of Education rules;
 - Provide for state assessments to students, upon parental request.

Part V. Appendices

Appendix A: General Policies and Procedures

One of the following must be selected:

Procedural Safeguards for Students with Disabilities:

- The Florida Department of Education's Notice of Procedural Safeguards for Parents of Students with Disabilities, as posted on the department's website.
- A different notice of procedural safeguards for parents of students with disabilities, included as an attachment.

One of the following must be selected:

Procedural Safeguards for Students Who Are Gifted:

- The Florida Department of Education's Procedural Safeguards for Exceptional Students Who Are Gifted, as posted on the department's website.
- A different notice of procedural safeguards for parents of students who are gifted, included as an attachment.
- This requirement is not applicable for the Department of Corrections.

Appendix B: Unique Philosophical, Curricular, or Instructional Considerations

The school district has included as an attachment additional information related to evaluations; qualified evaluators; or philosophical, curricular, or instructional considerations for the exceptionalities identified below:

II.B.1 Autism Spectrum Disorder

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.2 Deaf or Hard-of-Hearing

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.3 Developmentally Delayed

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.4 Dual-Sensory Impaired

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.5 Emotional or Behavioral Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.6 Established Conditions

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.7 Homebound or Hospitalized

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.8 Intellectual Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.9 Orthopedic Impairment

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.10 Other Health Impairment

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.11 Traumatic Brain Injury

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.12 Specific Learning Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.13 Speech Impairments

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.14 Language Impairments

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.15 Visually Impaired

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.16 Related Services – Occupational Therapy

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.17 Related Services – Physical Therapy

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.C. Individual Educational Plans (IEPs)

II.F. Prekindergarten Children with Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

III.A. Gifted

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Appendix C: District Plan to Increase the Participation of Underrepresented Students in the Program for Students who are Gifted

Current Status

Provide the following data:

Total Student Population

Total Number of Students

5550

Total Number of Gifted Students

48

Percent of All Gifted Students

0.86

Limited English Proficient (Limited English proficient students are those who are coded as "LY," "LN," "LP," or "LF")

Number of LEP Students

353

Number of LEP Gifted Students

0

Percent of LEP Gifted Students

0

Percentage of LEP Gifted Compared to Total Number of Gifted Students

0

*In order to calculate the "Percentage of LEP Gifted Compared to Total Number of Gifted Students", divide the number of LEP gifted students by the total number of gifted students in the district and move the decimal point two numbers to the right.

Low Socio-Economic Status (SES) Family

Number of Low SES Students

5550

Number of Low SES Gifted Students

48

Percent of Low SES Gifted Students

0.86

Percentage of Low SES Gifted Compared to Total Number of Gifted Students

100

*In order to calculate the "Percentage of Low SES Gifted Compared to Total Number of Gifted Students", divide the number of Low SES gifted students by the total number of gifted students in the district and move the decimal point two numbers to the right.

** Percentage of students who are gifted equals the number of students who are gifted within a category divided by the total number of students within that category

District Goal

Provide the district's goal to increase the participation of students from underrepresented groups in programs for students who are gifted, including the targeted category(ies).

The district's goal is to increase the participation of students from under-represented groups in programs for students who are gifted to 3.0% by the end of the 2020-2021 school year. In order to increase the participation of under represented students in the district's gifted program, we will continue to analyze test data and train teachers to recognize gifted characteristics. We will also continue to monitor demographic information for appropriate representation and academic performance at least twice per school year. Implementing these strategies will assist us in determining whether or not Gadsden's Plan B is making a difference in the identification of underrepresented LEP/ELL and/or SES populations in our district.

1. Screening and Referral Procedures

- o A description of the screening and referral procedures that will be used to increase the number of students referred for evaluation

2. Student Evaluation Procedures

- o A description of the evaluation procedures and measurement instruments that will be used

3. Eligibility Criteria

- o A description of the criteria, based on the student's demonstrated ability or potential in the specific areas of leadership, motivation, academic performance, and creativity, that will be applied to determine the student's eligibility; if a matrix is used when determining eligibility, a copy is included as an attachment

4. Instructional Program Modifications or Adaptations

- o A description of the instructional program modifications or adaptations that will be implemented to ensure successful and continued participation of students from underrepresented groups in the existing instructional program for students who are gifted

5. District Evaluation Plan

- o A description of the district's plan used to evaluate its progress toward increasing participation by students from underrepresented groups in the program for students who are gifted

Appendix D: District Policies Regarding the Allowable Use or Prohibition of Physical Restraint and Seclusion

This section is not applicable for the district.

Select from the following:

- The school district's policy regarding the allowable use or prohibition of physical restraint of students with disabilities is included as an attachment.
- The school district's policy regarding the allowable use or prohibition of seclusion of students with disabilities is included as an attachment.

Appendix E: Policies and Procedures Unique to Developmental Research (Laboratory) Schools

This section is not applicable for the district.

Section 1002.32, Florida Statutes (F.S.), establishes the category of public schools known as developmental research (laboratory) schools (lab schools). In accordance with s. 1002.32(3), F.S., "The mission of a lab school shall be the provision of a vehicle for the conduct of research, demonstration, and evaluation regarding management, teaching, and learning." Each lab school shall emphasize mathematics, science, computer science, and foreign languages. The primary goal of a lab school is to enhance instruction and research in such specialized subjects by using the resources available on a state university campus, while also providing an education in nonspecialized subjects. The exceptional education programs offered shall be determined by the research and evaluation goals and the availability of students for efficiently sized programs (s. 1002.32(3)(e), F.S.).

Describe the exceptional education services available within the lab school:

Appendix F: Best Practices in Inclusive Education (BPIE) Assessment

Section 1003.57(1)(f), Florida Statutes, establishes the following requirement for school districts, "Once every three years, each school district and school shall complete a Best Practices in Inclusive Education (BPIE) assessment with a Florida Inclusion Network facilitator and include the results of the BPIE assessment and all planned short-term and long-term improvement efforts in the school district's exceptional student education policies and procedures. BPIE is an internal assessment process designed to facilitate the analysis, implementation, and improvement of inclusive educational practices at the district and school team levels."

- The district's completed BPIE Indicator Rating Tally Sheet is attached.
- The district's plan to address the prioritized BPIE Indicators is attached.

Appendix G: District Procedures During a Declared State of Emergency

In the box below, please provide a narrative response describing your district's procedures during a declared state of emergency impacting the provision of special instruction and services for exceptional students.

During a declared state of emergency, students receiving Exceptional Student Education (ESE) services continue to receive their core academic instruction as well as related services such as Speech & Language Therapy, Occupational Therapy, Physical Therapy and Mental Health support. Students will receive these services via online platforms such as Google classroom and Zoom. Students will also be given free access to educational sites such as Epic and ABC mouse to reinforce academic concepts. Additionally, for students who do not have internet or computer access, these services are provided via phone calls and students receive educational packets. Annual IEP meetings and Initial Eligibility staffings will be held via teleconference to the greatest extent possible to facilitate parent needs and comply with COVID-19 guidelines. A conference form from the PEER IEP system and a meeting notice are attached.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: January 26, 2021

TITLE OF AGENDA ITEM: Request Approval to Purchase Document Management System.

DIVISION: Media & Technology

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

PURPOSE AND SUMMARY OF ITEM:

The District is in need of a document management system for storing and retrieving records in a digital format. Currently we have several sites within our district that houses paper records. These paper records are highly vulnerable to natural degradation such as climate, water, fire, etc. District records are required by law to be maintained for a specified time. Once we digitize these documents, they will be accessible with the click of mouse and safe. The proposed system would interface with our current software and provide a path to greater productivity for all staff.

These goods and services previously advertised, bid, and contracted by a Florida Educational Consortium (NEFEC) and we are piggy backing their contract as a means of competitive compliance.

FUND SOURCE: Project Restart Grant

AMOUNT: \$81,453.00 (Cost breakdown: \$57,453 for 3 years of service, then the cost becomes \$19,151.00 in year four (4). \$24,000 is a one-time fee for 120 hours of Training.

PREPARED BY: John Thomas 

POSITION: Network Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered



FileBound & Skyward: A Winning Partnership for Faculty and Student Success

Your school district already has the right resources in place. FileBound and Skyward allow you to take better advantage of them. **Let us help you focus on what really matters – students.**

FileBound and Skyward are teamed up and prepared to provide school districts nationwide with a robust document management and workflow automation engine that seamlessly integrates with Skyward Student and Business suites.

How do we help school districts avoid mountains of paperwork and process bottlenecks in an industry known for both?

From the moment of implementation, our users have access to a series of benefits:

Higher Productivity

- **Instant** access to student files via FileBound Connect
- **Faster** ability to scan, index, search, and retrieve documents
- **Record** request processing now takes moments
- **Staff** can multi-task effectively, including scanning of records, from their desks

Increased Cost Savings

- **Reduced** hard costs (paper, toner, storage space)
- **Decreased** soft costs including resources spent managing paper and completing record requests
- **Saves** time and cost of conventional mailing. Records stored in FileBound or Skyward can be e-mailed easily

Effective Record Security

- **Secure** file scanning into central repository
- **Controlled** security through both individual users and group profiles
- **Permissioned** access at the page, document, or file level
- **Ensures** retention compliance with state and federal mandates

Greater Employee Satisfaction

- **Equipped** to respond to requests in a timely manner
- **Provide** records quickly and effectively for student success
- **Prepared** to handle future growth of district

“FileBound’s solutions create efficiencies and take the paper shuffle out of the equation. Their document and automation solution quickly delivers documentation and records specific to the student in question without leaving the Skyward interface. Fulfilling student record requests, processing student services, and providing documentation to the necessary parties is no longer a laborious effort.”

— Kevin McFerrin, Chief Business Development for Skyward, Inc.

Upland Software, Inc.

401 Congress Avenue Suite 1850 Austin
TX
78701-3788
US
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57353-1
Quote Date: 6/24/2020
Quote Expires On: 5/4/2020
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

Customer and Billing Details**Ship To**

Gadsden County Public Schools

Bill To

Gadsden County Public Schools
35 Martin Luther King Jr Blvd
Quincy, FL 32351-4411
United States

Primary Contact:

Darlean Youmans

Primary Phone:

(850) 627-1547

Billing Currency:

USD

License and Product Details

Start Date: 7/31/2020 **End Date:** 7/30/2023
Product Billing Frequency: Annual **Payment Terms:** Net 30

License and Product Details

Description	Billing Frequency	Quantity Unit of Measure	Term (Months)	Annual Amount	Extended Price for Full Term
FileBound: Setup, Cloud Site Setup - 1,000,000 Enterprise	Annual	1 Units Per Month	36.00	\$ 19,151.00	\$ 57,453.00
FileBound: Importer Pro Subscription - included with subscription	Annual	1 Each	36.00	\$ 0.00	\$ 0.00
FileBound: FileBound Capture Subscription - included with subscription	Annual	10 Each	36.00	\$ 0.00	\$ 0.00
FileBound: FileBound Records Management Subscription	Annual	1 Units Per Month	36.00	\$ 0.00	\$ 0.00
Total:				\$ 19,151.00	\$ 57,453.00

Professional Services Details

Description	Billing Frequency	Quantity & Unit of Measure	Extended Price for First Year
FileBound: Professional Services, Hourly Professional Services, Fixed Fee, Direct	As rendered	120 Each	\$24,000.00
Total:			\$24,000.00

Customer and Upland are entering into this sales order or quote ("Sales Order") pursuant to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the date this Sales Order is signed. In the event there is no MSA currently in effect, then the terms and conditions hosted at www.uplandsoftware.com/terms-of-service.pdf shall control. Upon execution by the parties, this Sales Order shall be incorporated into and made a part of the MSA (collectively, the "Agreement"). Terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Agreement. In consideration of the representations, warranties, covenants and mutual promises contained in the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Upland Software, Inc.

401 Congress Avenue Suite 1850 Austin
TX
78701-3788
US
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57353-1
Quote Date: 6/24/2020
Quote Expires On: 5/4/2020
Proposed By: Laurie
VanDoezelaar
Email: lauriev@uplandsoftware.com

1) Fees. Customer agrees to pay any and all fees provided herein. All subscription fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer acknowledges that fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period.

2) Professional Services Fees. Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a pro-rata, ongoing basis); or (ii) one year from the date of the applicable invoice.

Upland Software, Inc.

401 Congress Avenue Suite 1850 Austin
TX
78701-3788
US
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57353-1
Quote Date: 6/24/2020
Quote Expires On: 5/4/2020
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT

Name (Print): _____ Date: _____

Title: _____ Signature: _____

If a Purchase Order is required for the purchase or payment of the items on this Sales Order, please complete the following:

PO Number:

PO Amount:

Upland Signature

Name (Print): _____ Date: _____

Title: _____ Signature: _____

THANK YOU FOR YOUR BUSINESS!

Upland Software, Inc.

401 Congress Avenue Suite 1850 Austin
 TX
 78701-3788
 US
 Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57353-1
Quote Date: 6/24/2020
Quote Expires On: 5/4/2020
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

Please verify and initial the following customer information and indicate what needs to be changed, if needed.

Customer Checklist			
Checklist Item	Response		If there are changes, please provide details below.
Is the company name specified on the quote the correct bill to entity?	Yes No	Initial	
Is the billing address specified on the quote up to date?	Yes No	Initial	
Is the billing contact and email address specified on the quote up to date?	Yes No	Initial	
Does your company require a PO?	Yes No	Initial	
Does your company need Upland to fill out a supplier form to properly set Upland up as a vendor? This includes setting up supplier portals.	Yes No	Initial	
Is your company a tax-exempt entity? If Yes, please provide the associated tax certificate.	Yes No	Initial	
Does your company pay withholding tax to a governmental entity? If Yes, please provide the associated tax certificate with the payment remittance.	Yes No	Initial	
Are there any additional items your company may need from us to process our invoice?	Yes No	Initial	

upland FileBound

Process Automation & Document Management tools to modernize and simplify your school district's processes

"It's been so beneficial to have workflows, notifications and alerts so we can **improve our productivity.**"

—Hesperia, CA Unified School District

"Having instant access to all of that data associated with the student file allows our faculty and administration to **make quick decisions and fulfill requests faster.**"

—Rapid City, SD Area Schools

"FileBound solutions create efficiencies and **take the paper shuffle out of the equation.**"

—Skyward, Inc.



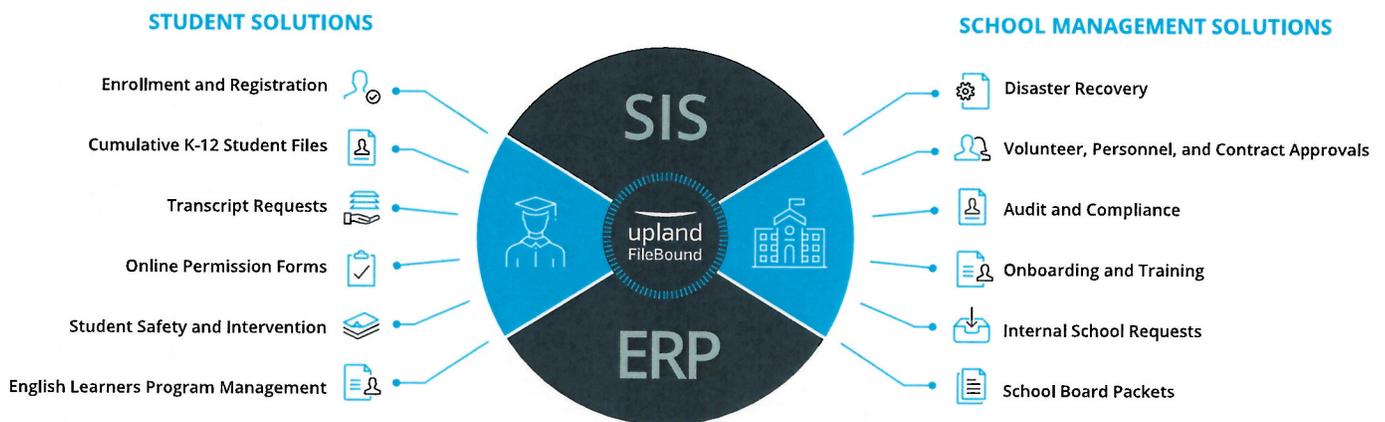
Designed to Modernize and Automate Your School District's Processes

FileBound's solutions allow K-12 educators and administrators to streamline student services by providing faculty secure and reliable access to critical student information like medical needs, required student modifications, language resources, or advanced placement programs, while also building efficiencies in central office operational processes – such as personnel management, onboarding and training, background checks, facilities and equipment requests, and more.

FileBound also aligns with budget constraints and works in tandem with your districts' existing student information systems (SISs), accounting/finance packages (ERPs) to ensure immediate adoption across faculty and administrative staff.

We help districts focus on what really matters – **providing students and their families with the best services and resources possible** by ensuring faculty have access to required student documentation and records, while simplifying central office requests and processes.

Is your district ready to create a FileBound success story?



Benefits

Interface Integration with existing SIS, ERP, and human resource processes promotes quick adoption.

Automate central office and HR processes such as resource contracting, personnel action forms, onboarding and training, disaster recovery – and so much more! Streamlined processes means more time to focus on larger district initiatives and student-centric services.

Safeguard student and faculty privacy by enforcing rules and security protocols specific to the faculty, staff, or administrator need.

Ensure audit-ready compliance standards so your district can easily and accurately comply with state and federal reporting requirements while enforcing disaster recovery.

Faster access to student resources improves student comprehension, enhances your district's reputation, and helps to achieve funding mandates.

Utilize cloud capabilities or on-premises packages and flexible licensing options to enhance your district's technological capabilities while conscientiously adhering to your defined budget.

For Faculty and Program Directors: Easily Access and Track Student Data

Pairing FileBound with your districts' existing SIS quickly grants faculty immediate access to student documents for complying to medical restrictions, managing learning assistance modifications or accelerated learning programs, or counseling and disciplinary documents – all while automatically enforcing permissions-based user security to safeguard student data to satisfy state and federal compliance standards.

Hesperia Unified School District in California used FileBound to improve student services by automating the annual documentation process for each of the 4,600 students in their English Learner (EL) program. **The results?** Approval and processing time for each student dropped from 3 months to only 2 weeks – an improvement of nearly 84 percent in getting students the resources they need.

Faculty at Rapid City Area Schools (RCAS) in South Dakota simplified their work by using FileBound Connect – providing them access to all student documentation and records, simply by pulling up their SIS record. “Having instant access to all of that data associated with the student file allows our faculty and administration to make quick decisions and fulfill requests faster, rather than spending time emailing every teacher or parent trying to pull together the information they need,” said Nancy Williams, Business Analyst at RCAS.

K-12 school districts nationwide have already found success by drastically improving transparency and productivity around Student Services processes, access for parents to permission and medical forms, student transcript requests, and more – while, most importantly, improving the speed and quality of services they provide to students and their families.

“FileBound solutions create efficiencies and take the paper shuffle out of the equation. Their document and automation solution quickly delivers documentation and records specific to the student in question without leaving the Skyward interface. Fulfilling student record requests, processing student services, and providing documentation to the necessary parties is no longer a laborious effort.”

— Kevin McFerrin, Executive VP of Business Development for Skyward, Inc.



Student Solutions



Enrollment and Registration



Cumulative Student Files K-12



Transcript Requests



Online Permission Forms



Counseling & Disciplinary Docs



English Learner Program Mgmt

84%

In the Hesperia Unified School District, processing time for each student dropped from 3 months to only 2 weeks – an 84% improvement.

For Administrative Staff: Fast Track Requests and Streamline Central Office Processes

Whether administrative staff is complying to audits, aligning onboarding resources for new hires, processing background checks for volunteers, or releasing school board packets for public consumption, FileBound is a game changer for improving administrator productivity, efficiency, and responsiveness.

By automatically creating a digital audit trail for all documents and data, school districts using FileBound are compliant with state and federal mandates and have a reliable, secure disaster recovery capabilities – ensuring their students' critical data is safe and accessible.

Staff at Rapid City Area Schools in South Dakota use FileBound Connect and workflow to streamline countless central office processes. **Their Accounts Payable department alone cut invoice processing down from 3 weeks to less than two hours.**

Cache County School District in Utah uses FileBound to ensure they meet all annual state and federal audit requirements to continue to receive the educational funding that keeps much needed programs alive for their students.

State requirements in Mississippi required that DeSoto County Schools comply with annual audits to meet state records retention requirements. DeSoto had staff working overtime, yet it still took months to manually enter the required data into the student records. "Before FileBound, we had stacks of paper halfway up the wall. Today there is no paper! And by the first day of school, all student information is in our SIS, supporting documents are electronically stored, and we're ready to go," remarked Melissa Green, MIS Director at DeSoto County Schools.

How much more could you be doing to help your students? Does your staff have the tools they need to achieve success? Your school district already has the right resources in place. FileBound allows you to take better advantage of them.

Let us help your district refine your processes so you can focus on what really matters – students.

About Upland Filebound

Upland FileBound delivers document and process automation applications that improve the operation of any organization by connecting users with the information they need to work more efficiently and effectively. With FileBound, customers can build automated workflow processes and centrally manage documents to improve compliance, collaboration and access to information. FileBound is a subsidiary of Upland Software (NASDAQ: UPLD), a leading provider of cloud-based Enterprise Work Management software designed to manage and automate document-intensive business processes.



School Management Solutions



Disaster Recovery



Volunteer, Personnel, and Contract Approvals



Audit and Compliance



Onboarding and Training



Internal School Requests



School Board Packets

Before FileBound, we had stacks of paper halfway up the wall. Today there is no paper!

— Melissa Green, MIS Director at DeSoto County Schools.

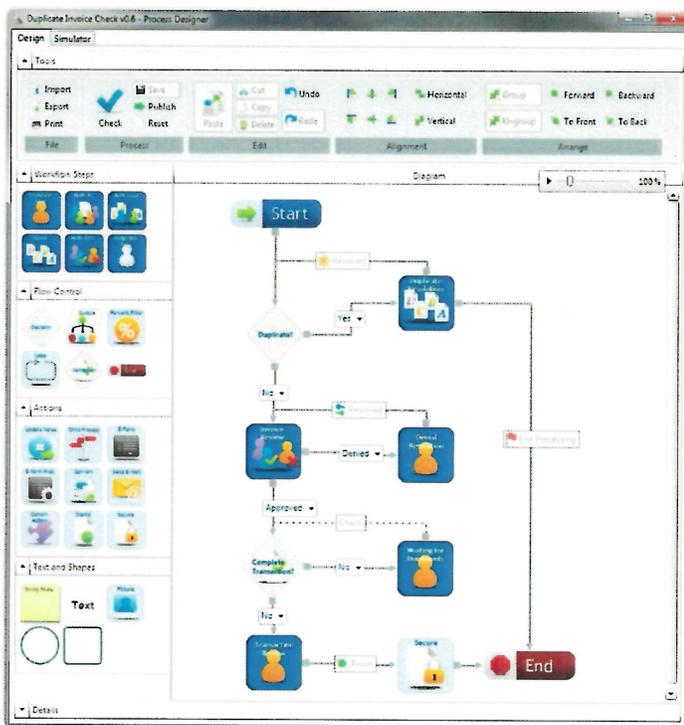
Document & Workflow Automation

Workflow Automation Designed for the Business User

Most knowledge workers spend far too much of their workdays performing mundane, yet time-consuming tasks that add little value to the business.

Upland's FileBound manages activities like routing documents, verifying data or following up on stalled processes and automates business rules, so employee can focus on work that really matters.

Using standard templates and drag-and-drop design tools, non-technical FileBound users can quickly create and publish forms.



Organizations around the world use FileBound Workflow to automate multiple applications do the work they need to do from vendor invoice processing to application review and approval contract management and much more. Eliminating manual, paper-based processes lets these companies:

- Automate approval processes by electronically sending documents (e.g., applications, requests or invoices) to everyone who needs to approve them according to business rules (e.g., department, manager or invoice amount)
- Route documents to anyone who needs to review, act on or respond to them, regardless of their location, either one-by-one or simultaneously
- Remove tedious steps in a process, such as creating checklists, checking for a missing document, validating data or sending reminders to ensure that processes continue to move forward with minimal manual effort
- Enforce compliance with business rules and/or regulatory requirements and provide documentation that all guidelines were followed
- Enable employees to participate in business processes, regardless of their location or device, so work gets done faster with less risk of lost documents

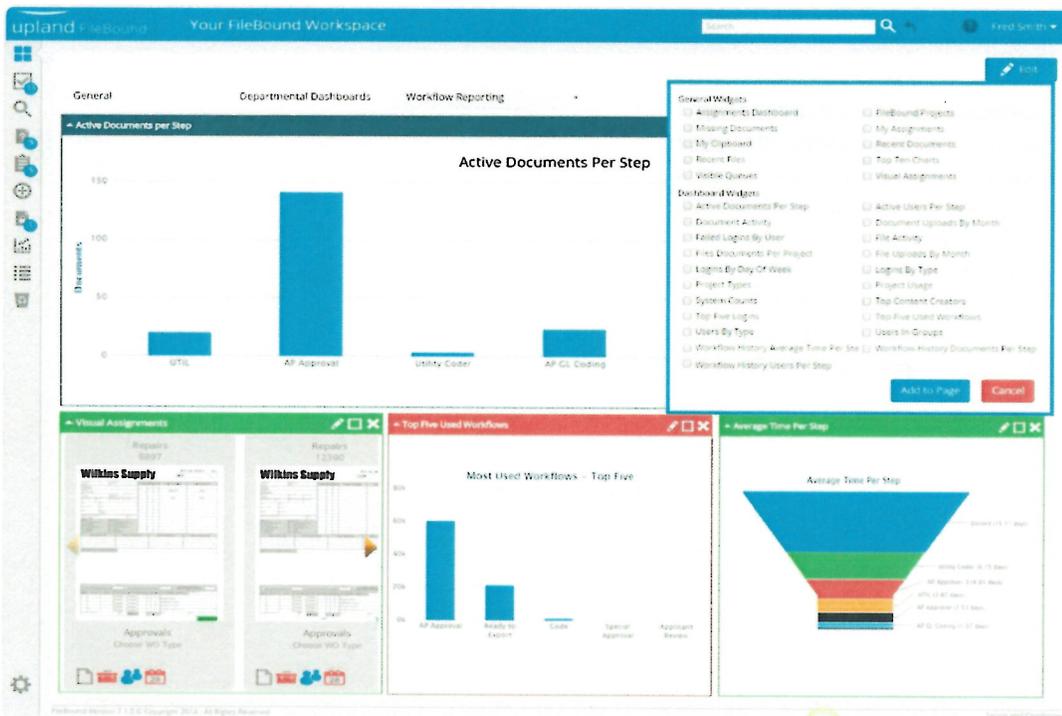
Benefits of FileBound Workflow

- Empower every employee to work at peak efficiency to eliminate bottlenecks and hold the line on new hiring
- Reduce missed opportunities and customer frustration by completing important processes faster
- Demonstrate accountability to executives and regulators with immediate access to individual productivity and process integrity through workflow logs and configurable dashboards
- Reduce the risk of human error that results in lost, misplaced or stalled documents by eliminating the need to route and track paper-based files or track confusing email threads
- Avoid stalled processes and manual tracking/reminders by automatically notifying a manager or co-worker when a task has reached an escalation point

Features

- Ease-of-use requires less training than other products and increases agility by enabling business users to make modifications as needs change, reducing reliance on IT
- Process simulator makes it easy to test workflow steps and scenarios without leaving the process designer
- Device-agnostic access supports BYOD policies and allows users to securely access FileBound whenever and wherever they want
- Flexible, straightforward licensing options make it practical and affordable to extend workflow processes to users throughout the enterprise

Learn more about FileBound Workflow, who's using it and complementary functionality like E-forms and Analytics at filebound.com.



FileBound lets users decide what aspects of a workflow process they want to monitor and then easily create configurable dashboards without IT resources.

About Upland Software

Upland is a leading provider of cloud-based enterprise work management software. With more than 1,600 enterprise customers around the globe, and over 225,000 users, Upland helps teams in IT, marketing, finance, professional services and process excellence run their operations smoothly, adapt to change quickly and achieve better results every day. Contact us at 855-944-7526 or info@uplandsoftware.com.



Gadsden County Public Schools

Thank you for the opportunity to present the FileBound Document Management & Workflow Automation solution for your district. FileBound is a supremely powerful document management system that has been deployed worldwide by many organizations. Its scalability and flexibility will allow your organization to integrate seamlessly to your line of business applications in order to retrieve and index documents in categories of their choosing with just the point-&-click of a mouse – with no manual data entry required.

What sets FileBound apart from other Enterprise Document Management Systems providers, is that everything from software development to implementation, training and customer service is provided in-house by FileBound employees. Gadsden County Public Schools will be working directly with the manufacturer for software support, system upgrades and solution enhancements.

A FileBound Project Manager will be assigned to Gadsden County Public Schools and will collaborate with your team to implement a solution that fits the business processes and needs. From start to finish, Gadsden County Public Schools will work directly with FileBound's team of document management professionals.

As you read, you will begin to discover why other School Districts are already enjoying FileBound as their preferred document management solution. We invite you to contact them directly and learn first-hand, why our overall customer satisfaction rate has consistently been over 98%.

Best Regards,

Laurie VanDoezelaar

Laurie VanDoezelaar, K-12 Practice Director
Education & Government
Upland FileBound
561-672-8350
lauriev@uplandsoftware.com

upland FileBound

About Us:

Upland FileBound was founded in 2001, and headquartered in Austin, TX, Upland Software is NASDAQ-listed leader in cloud-based enterprise work management software with a total addressable market of \$25B across 7 enterprise cloud solution suites. Upland solutions enable more than one million users at over 9,000 accounts to win and engage customers, automate business operations, manage projects and IT costs, and share knowledge throughout the enterprise.

Upland FileBound is an excellent choice to fulfill the requirements of your organization. With FileBound's document management system, Gadsden County Public Schools will experience a world-class solution with superior service. This may be similar to what other vendors claim, yet the true difference is in the following key components of our solution:

- **It's all about making life easier for your staff.** If a system isn't really easy, people just won't use it! This is why we've re-engineered the meaning of a "document management system" and made it smart enough to automatically recognize what documents you're looking for without having to search or do any kind of data entry.
- **We have a 20-year history working with K-12 School Districts.** FileBound has a long history in working with districts and understands the complexities and processes involved in your work. We've designed the system around needs of districts like yours so you can be assured that what we do will "fit" within your scope and operations.
- **It makes financial sense.** Our solutions establish a Return on Investment (ROI) that is typically realized in less than a year. Too often software investments are difficult to quantify the effect of, but with FileBound your organization can immediately start seeing results. Some clients have even saved over \$1 million per year by using our solutions.

Thank you very much for the opportunity to provide this proposal to the Gadsden County Public Schools. We are happy to answer any questions you may have about this proposal and the configuration of the system we've included. We look forward to welcoming you to the FileBound Family!

THE FOUNDATION FOR CUSTOMER SUCCESS:

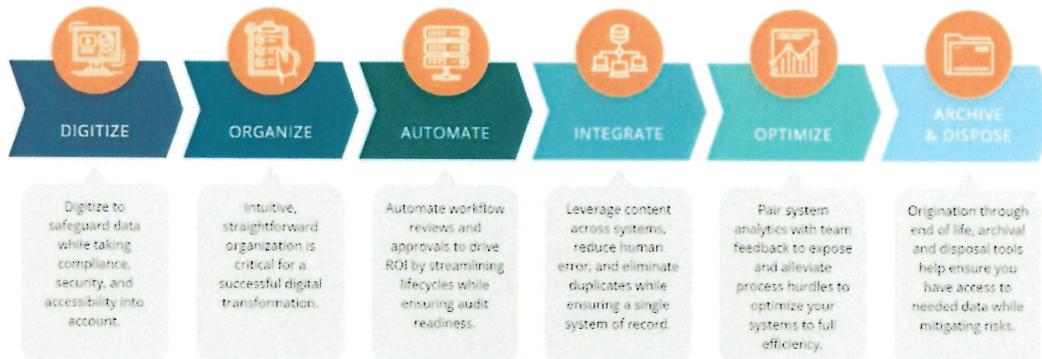
Upland Software at a Glance



Source: Company information and management
 (1) Based on the announced run rate of total as disclosed in the October 7, 2016 press release
 (2) Year-over-year recurring revenue growth rate for the year ended December 31, 2016 as disclosed in the November 7, 2016 press release
 (3) As disclosed in the March 7, 2016 Form 10-K and March 16, 2016 Form 10-Q



Document Lifecycle Automation



SYSTEM DETAILS:

Easy Navigation:

Index Searching:

- Search by fields & metadata:

Users can search by index fields, OCR'ed text within documents, document type/"tag", separator,

or divider. Searchable fields change depending on which FileBound "Project" you are in.

Below is

an example search screen for an Accounts Payable project:

The screenshot shows the 'Project Search Criteria' form in the upland FileBound application. The form includes the following fields and values:

Field	Value
Project	MGI AP Invoices
Invoice Number	205672
Department	IT
PO Number	
Vendor	ACME
Invoice Date	01/01/2014 to 03/19/2014
Invoice Amount	12000 to 18000
Divider	
Separator	

At the bottom of the form, there are two buttons: 'Search' and 'Save Search'. The 'Search' button is highlighted with a red rectangular box.

- **Federated Search:**

Searching can also be performed across all "projects" in FileBound. Results are presented in a

"Google-like" manner which users are familiar with. The searched word or phrase is highlighted:

upland FileBound

Search Brought Back 5 Results

Project Name: MGI AP Invoices
File: 981133
Document: Page 0001
981133 found in Document Fulltext "SALESPERSON PURCHASE ORDER PAYMENT TERMS DUE DATE Juan G 709-92107 net 30/2% 5 QTY DESCRIPTION UNIT PRICE LINE TOTAL 25 15G-489-002 Ignition Assemblies \$175.00 \$4375.00 50 LUR-732-824 Light Switch Right 599.00 \$4950.00 50 LUL-732-825 Light Switch Left 599.00 \$4950.00 SUBTOTAL \$14275.00 SHIPPING \$210.00 TOTAL \$14485.00 Express Electronics Inc. 7616 Corporate Blvd Phoenix, AZ 72914 sales@xyzservice.com TO Meyers Distribution 1650 Pharma Road Burbank, CA 91501 Make all checks payable to Express Electronics THANK YOU FOR YOUR BUSINESS! INVOICE INVOICE # [REDACTED] DATE: 07/03/09 "

Project Name: MGI AP Checks
File: 1234
Document: Page 0001
981133 found in Document Fulltext " 1234 Express Electronics Inc
TAX REFERENCE INVOICE DATE INVOICE AMOUNT DISCOUNT AM
\$51111 07/03/09 \$14485.00 \$0.00 \$14485.00 981292 07/06/09 58

Project Name: MGI AP Invoices
File: 981133
Document: Page 0001
981133 found in Document Fulltext "SALESPERSON PURCHASE OR
QTY DESCRIPTION UNIT PRICE LINE TOTAL 25 15G-489-002 Igniti
Right 599.00 \$4950.00 50 LUL-732-825 Light Switch Left 599.00 \$
\$14485.00 Express Electronics Inc. 7616 Corporate Blvd Phoenix
Pharma Road Burbank, CA 91501 Make all checks payable to Exp
INVOICE # [REDACTED] DATE: 07/03/09 "

Project Name: MGI AP Invoices
File: 981133
Document: Page 0002

Federated Search
Quickly find what you need

Refine by Scope(s)
 Project Name
 File Notes
 File Indexes
 Document Notes
 Separator Name
 Divider Name
 Document Name
 Document Full Text
 Routed Item Comments
 Text Annotations
 E-form Data
 E-form Details
 E-form Extra Data

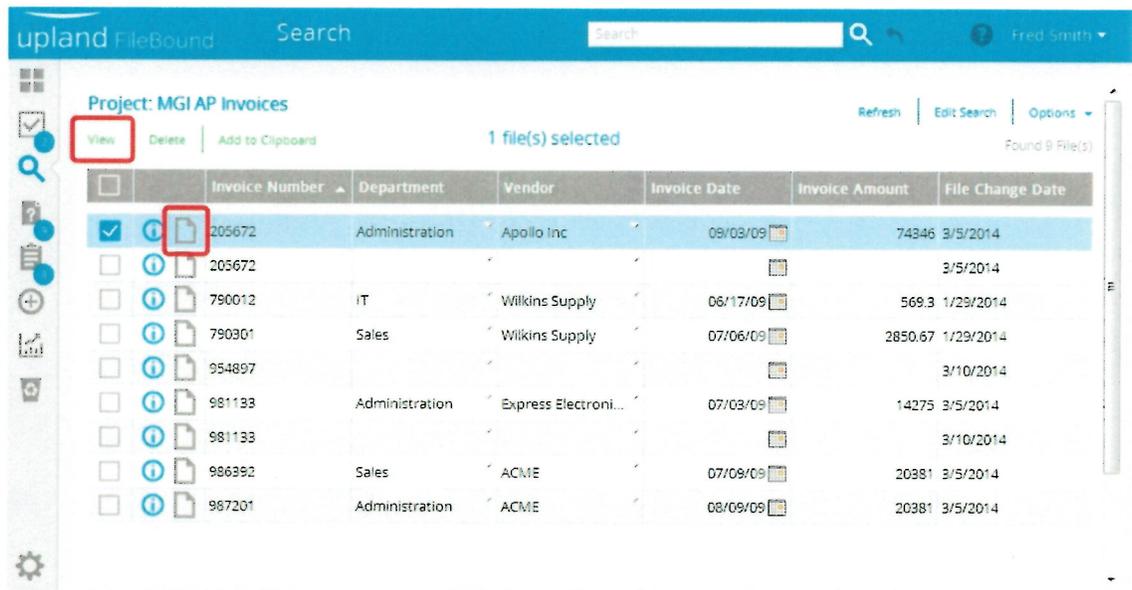
Refine by Project(s)
 Bosley HR Team
 FB Cert Training Registration
 HTML Training
 Insurance Claims

Document Viewing:

- Search Result Viewing:

Users can search and view files by searching for certain indexes, separators, dividers, or document types. For example, "find all invoices from 2014 for vendor XYZ). In this case, a search results list of documents meeting the search criteria are brought up like this. From here, users simply click on the file and the documents pertaining to that file will appear in the FileBound viewer.

upland FileBound

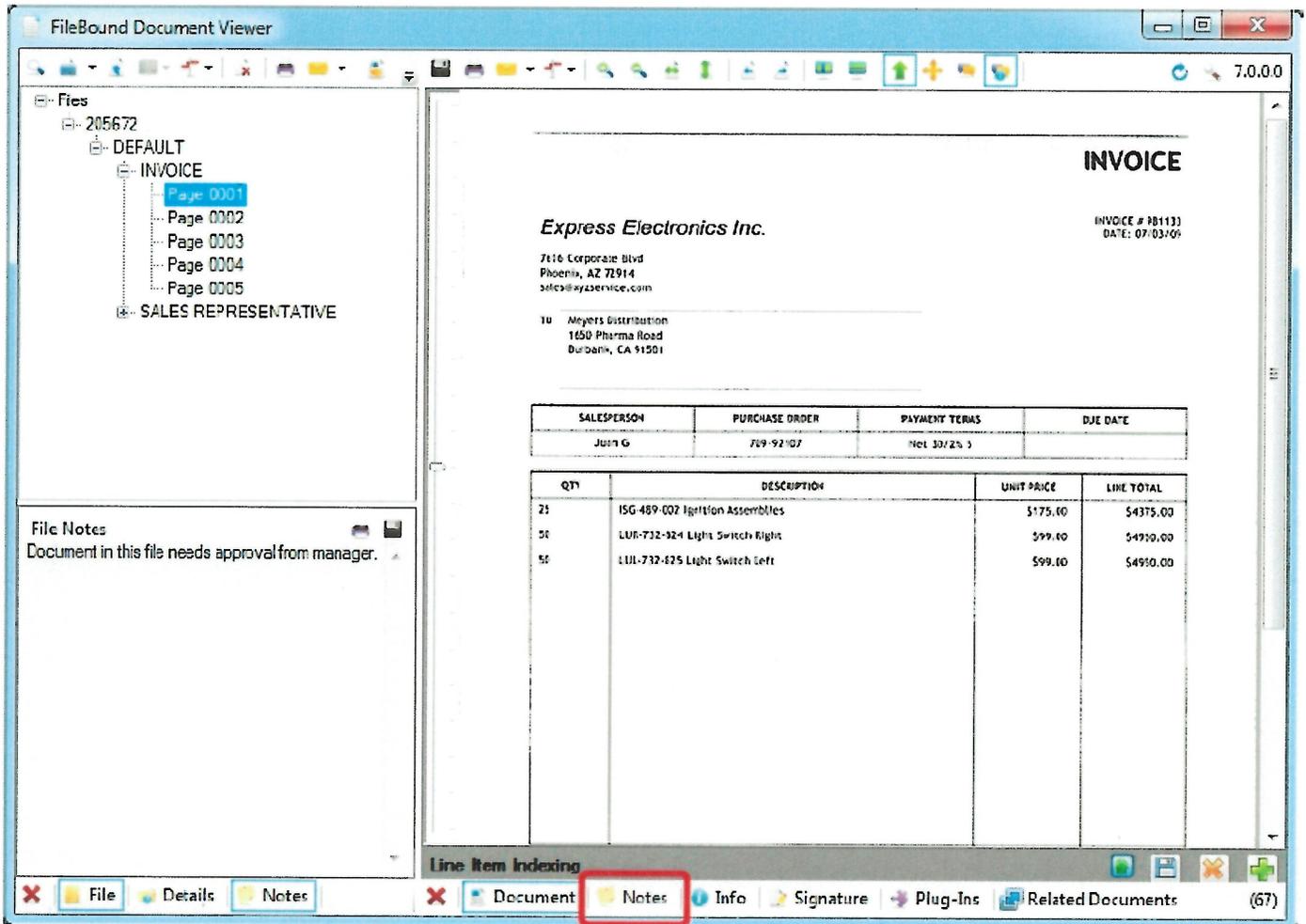


- Viewing

Viewer Options: You can select either the Windows Viewer or the Web Viewer for the default document view that is first used when viewing the document. This setting decides in which viewer the file opens when you click the view icon for a file in the Search Results page.

- FileBound's web viewer provides a Zero-Install based browser experience for interacting with documents. The Web Viewer does not require any desktop installation of components.
- FileBound's Windows View Launcher - provides a more robust full-featured experience with a minimal on demand installation of the local viewer utility.

upland FileBound



FILE TRACKING:

FileBound include a feature to track paper files or boxes of paper (in a warehouse for example). The FileBound paper-based tracking system is parameter driven, supports multiple projects, includes box level tracking, comprehensive report generation, supports bar-code printing, robust search capabilities, file entry, file request, file location, file transfer, file check-in and check-out. File Tracking utilizes a bar code and reader to track the location, usage, and requests for a specific document and allows notifies requesting users via email of availability and current status of the requested document. Many ECM systems do not include this feature or charge extra for it.

upland FileBound

The needs for requesting documents through the system are dependent on the desired speed but as a general rule anything approaching 56 kb/s would be fast enough for normal work. This means a fast modem would be sufficient for people retrieving documents. For those sending information into the server (i.e. the scanning stations) we recommend a much faster connection. A 768k DSL line or a cable modem is sufficient for this purpose and, in fact, several of our users work on slower connections just fine.

FILEBOUND CONNECT

FileBound Connect anticipates and intelligently delivers content relevant to a user's needs, eliminating the tedious process of searching to retrieve related content. Transform the way users connect to your organization's everyday line of business applications with our clean design and out-of-the-box integrations.

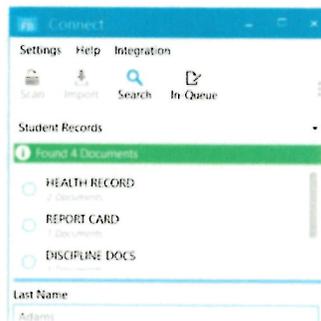
ERPs, CRMs, accounting systems – the number of applications employees navigate daily is cumbersome. FileBound Connect is the bridge between these systems and the content that supports them, enabling users to access relevant content while in their primary application. By empowering employees with the content and data they need, Connect helps users make intelligent business decisions.

- Out-of-the-box integration with key web-based applications.
- Ease of use: thorough adoption with minimal learning curve.
- Adapts to existing business processes.
- Improved staff productivity, efficiency, and responsiveness.
- Built-in controls that facilitate regulatory compliance and mitigates business and legal risk.

+ Clean design that doesn't distract



+ Anticipates your search and finds relevant documentation



+ Notifies of assignments on the spot



BYOD may be a headache for some, but not for FileBound users. FileBound's responsive design technology lets employees use FileBound's document wherever they are with their devices of choice – without compromising usability. Whether using a smartphone, a tablet or a laptop, users have a seamless experience from their office, home, or while they're on-the-go.

Mobile access is included in the FileBound system without additional licenses or fees. Users have the freedom to work however they choose by accessing FileBound via a standard browser or by downloading a dedicated app. FileBound is committed to revolutionizing the way organizations plan, manage and execute work. Allowing users to effectively use enterprise software at their convenience can dramatically reduce delays and inefficiencies, accelerating the ROI of a FileBound investment while increasing employee productivity and satisfaction.

- Built-in Mobile Browser Support
- Upland Mobile App available for IOS and Android
- Complete tasks from anywhere



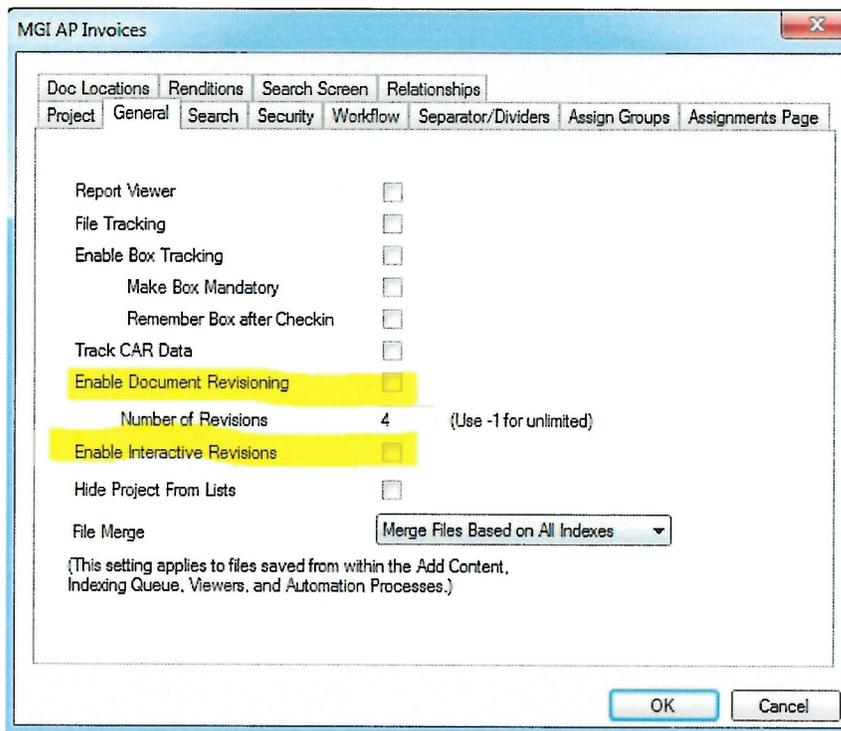
upland FileBound

The screenshot displays the FileBound search interface. On the left is the 'Search' panel with filters for Invoices, Vendor, Invoice Number, Invoice Date, Invoice Amount, Department, and Status. Below these is an 'Advanced Search Options' section. A large 'Search' button is at the bottom left. The middle panel shows 'Search Results' with 7 files found, listing vendors like Wilkins and Apollo Inc with their respective invoice numbers. On the right is a preview of a 'Wilkins Supply' invoice, showing a table of items and a summary section. At the bottom right are buttons for 'Send', 'Info', and 'Notes'.

VERSIONING

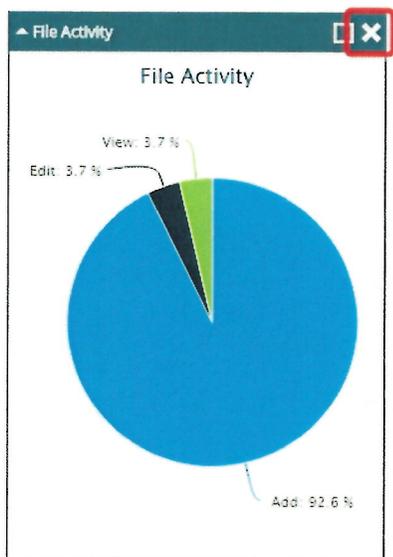
Versioning is included in FileBound with no limit to the number of versions or "revisions" retained unless desired. This will allow users to compare different versions of the same document as well as different documents.

upland FileBound



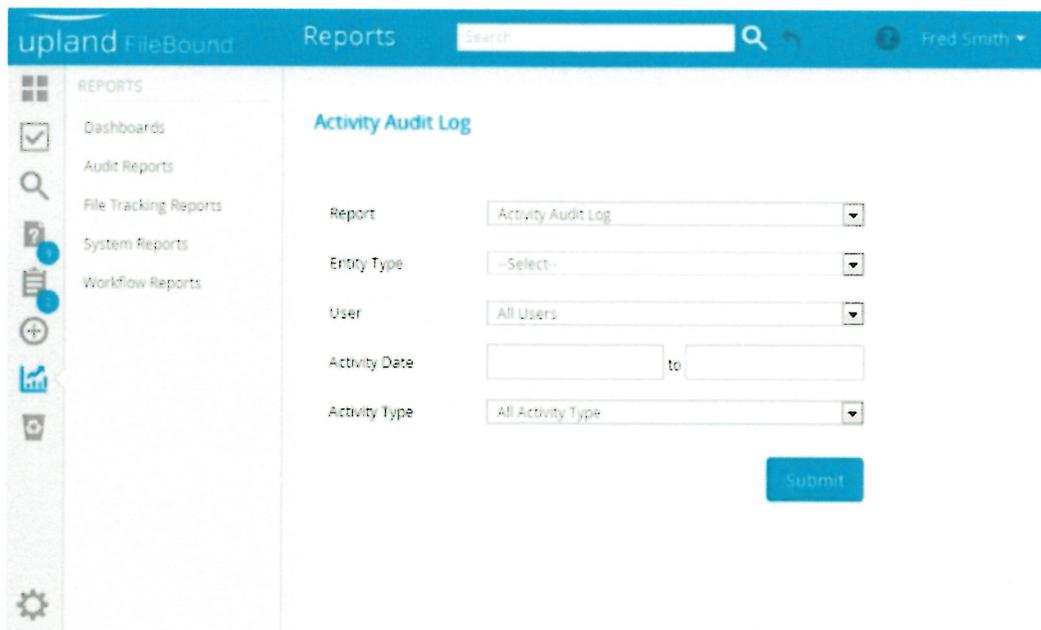
Revisoning can be turned on or off for each FileBound project independently. Interactive Revisions allow users to add a change description note while saving a document within the Viewer.

LOGGING/REPORTING:



History logging is included in FileBound and can be turned off or on by project.

FileBound's **Business Activity Monitoring** feature provides information about the activities performed for various entities of FileBound such as projects, groups, users, file, and so on. For a selected entity, the Business Activity Monitoring Report shows the activities performed by a user or all of the users for a specified date range. You can also filter the report to display information about a specific activity. As shown to the left here, FileBound's File **Activity Dashboard Widget** is a great way to summarize file activity for management. Users can choose to show this widget on their FileBound Dashboard.



REQUESTING AN AUDIT REPORT

Note: The level of reporting detail in this report depends on the level of reporting that has been set by a system administrator for the FileBound system.

Audit Reports: The Audit reports provide information that can be used to verify activities performed in FileBound.

File Tracking Report: The File Tracking reports provide information that can be used to monitor file related activities performed in FileBound.

System Reports: The System reports provide information that can be used to monitor activities related to usage of FileBound.

EASY EMAIL TO/FROM SYSTEM:

When viewing a file or multiple files in FileBound, there is a menu option to "send email". Emails, attachments, and email metadata (to/from, subject, dates, etc.) can be captured and stored by FileBound. If the mail system being used supports embedded attachments, then FileBound can save them as embedded as well. FileBound uses the file types from the operating system.

INTEGRATION WITH MS OFFICE DESKTOP PRODUCTS:

Saving directly from Office product to FileBound is included. The user simply performs a "save as" and chooses the FileBound system. FileBound Web Parts allow quick and easy integration and access to powerful office automation without the need to create custom applications.

INTEGRATION:

FileBound's API's are open and available upon request. FileBound has an Integration Platform and connectors to transfer data to FileBound and from FileBound as well as "Image Enablement" capabilities from other systems into FileBound.

GENERAL RESPONSES:

TYPICAL IMPLEMENTATION:

Overview

When purchasing a FileBound solution, a customer's needs are always different based on their requirements. Because of this, not all implementation processes are exactly the same. To help provide an accurate project scope for implementation, configuration, and training, a full discovery call and statement of work is completed before hours are estimated. Once completed, a detailed statement of work is given to the customer for review and sign-off. The hours and work details are estimated within.

Team Roles:

During a FileBound Implementation there are several key people involved.

- Sales Executive - The role of the Sales Executive is to deliver a professional sales engagement and be the primary sales driver. This person identifies and qualifies the sales opportunity. This person is the owner of the sales process and all pre-sales activity.
- Sales Engineer - The role of the Sales Engineer is to deliver professional sales demonstrations, and pre-sales solution support.
- Account Manager - The Account Manager hands off the implementation to the Implementation Coordinator and is the owner of the sale and responsible for the satisfaction of the customer. This person is to be a point of contact for the customer

upland FileBound

when they have questions or concerns with the FileBound solution they purchased. The Account Manager would also be responsible for contacting the customer about upgrades and other like follow-ups.

- Implementation Coordinator - The role of the Implementation Coordinator is to work with the Sales Engineer before or after the sale to determine the level of Implementation that is needed and assign the necessary implementation tasks to the appropriate implementation team.
- Solution Architect - The role of the Solution Architect is to work with the Sales Engineer to design and develop the best possible FileBound solution to meet the customer’s needs. The Solution Architect owns the customer’s implementation from product discovery to final training, including all installation and implementation activities. The Solution Architect may become involved with the customer pre-sale to help the Sales Engineer propose the best possible solution for the customer.

PROJECT OUTLINE:

(See a Sample Implementation Document in the Appendix)

Planning Phase	Design Phase	Build Phase	Testing Phase	Deploy
<i>Deliverables / Time Frame</i>	<i>Deliverables / Time Frame</i>	<i>Deliverables / Time Frame</i>	<i>Deliverables / Time Frame</i>	<i>Deliverables / Time Frame</i>
<ul style="list-style-type: none"> - Kickoff Call - Complete Planning Outline - Pre-Installation Checklist - FileBound University - Estimated Start Time: TBD 	<ul style="list-style-type: none"> - Discovery Session - Proof-of Concept Configuration - FileBound Solution Design Document - Estimated Start Time: TBD - Estimated Completion: TBD 	<ul style="list-style-type: none"> - Executed Solution Document - Role Specific End-User Training Documents - UAT Test Cases - Solution Deployment Plan - Solution Specific Administrative Training - Estimated Start Time: TBD - Estimated Completion: TBD 	<ul style="list-style-type: none"> - Fully Executed UAT test Cases - Fully Executed project Acceptance Documents - Estimated Start time: TBD - Estimated Completion: TBD - 3 Weeks Testing and rework 	<ul style="list-style-type: none"> - Solution Training Document - Video Training Documents - Quick Review Document - End User Training – TBD - Go Live Date: TBD

IMPLEMENTATION OVERVIEW:

- To implement a robust, scalable, efficient E-Cabinet solution
- FileBound shall configure the software to utilize information arising from an in-depth design process conducted by an Upland Implementation Consultant.
- FileBound will create a system that includes but is not limited to:
 - Document Scanning
 - Project links to look up various documents

ROLL OUT:

upland FileBound

- We will set up weekly meetings starting the project start week
- Set date and times for discovery meetings
- Discovery Process
 - Reporting Requirements
 - Security Requirements

APPENDIX

A. SAMPLE IMPLEMENTATION PLAN

1. SCOPE OF WORK

FileBound will provides the following services:

1. Implementation Services following the implementation outlined.
2. Consulting services to develop a solution design.
3. Configuration of the application as specified in the solution design.
4. Configuration of any integrations specified on the related order form.
5. Application testing of basic system functionality.
6. Training for trainers on the basic system functions
7. Handover to the Support and Account Managements teams upon solution deployment.

2. IMPLEMENTATION OUTLINE

This section provides an overview of the FileBound implementation process.



The FileBound Implementation process is designed to help our clients get to go-live as quickly as possible. We use a proven enterprise content management deployment process designed to rapidly deploy efficient processes and user-friendly content management. This process has been refined to provide a well-developed solution with successful user adoption and deployment with the guidance of a FileBound Implementation Consultant.

2.1 Phase 0: Planning

upland FileBound

During the planning phase, the Client is asked to complete the FileBound Implementation Planning Outline or a business requirements document which clearly documents their business requirements and expected outcomes. The client will also need to assemble a project team and complete tasks assigned during the introductory call. These tasks may include preparing local servers and workstations and identifying how the consultant will access the local system. Once the pre-installation check-list is complete, the implementation team will schedule a kick-off call. During the kick-off call, the implementation consultant will schedule the on-site discovery week.

Deliverables:

1. Introductory Call
2. Fully Executed Statement of Work
3. Complete Planning Outline (client)
4. Pre-Installation Checklist (client)
5. Kick-Off Call
6. Complete introductory training on FileBound University (client)
7. Initial Server Installation (On-site clients only)

Target Duration: Subject to client completing preliminary tasks.

2.2 Phase 1: Design

During the design phase, the implementation consultant reviews the planning outline and works with the project team to identify the parameters of the FileBound implementation using ECM best practices. After the project team has completed the FBCU training, 2 week before the scheduled on-site week, the implementation consultant will hold discovery meetings to begin outlining the solution design. During the onsite week, the solution design document will be finalized with a proof-of-concept configuration.

Deliverables:

1. Preliminary Discovery Sessions (2-4 2 Hour sessions)
2. On-Site Discovery Sessions (2 Days)
3. Proof-of-concept system configuration
4. FileBound Solution Design Document

Target Duration: 2.5 weeks

2.3 Phase 2: Build

upland FileBound

During the build phase, the implementation consultant will spend the remaining on-site time conducting solution specific training and fully implementing the solution per the Solution Design Document. The consultant will then build the ancillary documentation necessary for a successful implementation. During this phase, the consultant will also conduct an internal handover training and introduce a dedicated support resource, who will further assist the client during the testing phase.

Deliverables:

1. Completed system build

Target Duration: 1.5 weeks

2.4 Phase 3: Test

During the testing phase, the client will conduct user acceptance testing and prepare for end-user training sessions. During this phase, the implementation consultant will be assisted by a dedicated support resource to facilitate immediate resolution of any issues. The client will be following the UAT Test Cases and end-user training manual to validate the solution configuration.

Deliverables:

1. Fully Executed FileBound Solution Design Document
2. Fully Executed UAT Test Cases
3. Solution Specific Administrative Training
4. Fully Executed Project Acceptance Document

Target Duration: 1 week

2.5 Phase 4: Deploy

During the deployment phase, the client will follow the deployment plan to fully deploy their solution. The deployment plan will detail the activities the client will need to undertake to fully deploy their solution, including any workstation software installation or configuration, end-user training and additional tasks defined by the solution consultant or support resource. During the deployment phase, the support resource will be available to assist the client with any issues that arise. The implementation consultant will introduce a

upland FileBound

Client Account Manager who will conduct a weekly scheduled 30-minute follow-up call during deployment.

Target Duration: Maximum of 3 Months

2.6 Additional Training Available - Advanced FileBound University (additional cost)

Invest in your team and make sure everyone understands the power of FileBound from the ground up. Our comprehensive advanced online courses initiatives provide users with the opportunity to obtain on demand training – without leaving the office.

We strive to deliver a first-class educational experience for our best in class document management solution. When you graduate you won't just have a certification to hang on your wall, you'll have a more thorough understanding of how our automation software can eliminate tedious processes and increase efficiencies, so you and your staff can focus on meaningful work – not just paperwork.

For your convenience, we are now offering course bundling options in addition to our a la carte options. This means you can create your own FileBound University experience.

For more information click here: <https://uplandsoftware.com/filebound/fbu/>

SUPPORTING INFORMATION:

Hosting

See attached Hosting datasheet for Hosting & security details of system proposed

Document Lifecycle Automation | More Use Cases

+ Case Management	+ Utility Service Workorders	+ New Vendor Selection And Onboarding
+ Transcript Request	+ New Service Request (Utilities)	+ Sales Order Processing & Fulfillment
+ Permitting	+ Expense Report	+ Trade Show Materials Request
+ HR Onboarding And Off-boarding	+ Office Supply Request	+ Business Tax Applications
+ Online Student Enrollment	+ Resource Request	+ Asset Disposal Request
+ Employee Contracting	+ Meeting Room or Field Request	+ Leave Request/Time Off
+ Vendor Contracting - NDA	+ Equipment Request	+ Request For Pcard (Purchasing Card)
+ Annual Staff Training	+ Maintenance Request	+ Requisition For New Position
+ Application Request	+ IT/Software Request	+ Tuition Reimbursement
+ Capital Outlay	+ Applicant Processing - New Hire	+ Helpdesk Request
+ Capital Expenditure/Project Initiation And Approval	+ Personnel Status Change / Action Form	+ Transcript Request
+ IT Orientation	+ School Permission Forms	+ More!
+ Suicide Intervention	+ Student Medical Forms	
+ Student Safety/Harassment	+ Notification Of Separation From Employment	
+ Invoice Approval	+ Guidance Counselor Meeting Request	
+ Employee Review	+ Loan Application/Loan Processing	
+ Grant Management	+ Employee Complaint/Harassment	
+ Admissions	+ Purchase Requisition/Procurement	
+ Business Plan Review	+ Accounts Payable Processing	

23 | Company Confidential

© 2020 Upland Software, Inc.



upland



Board Rationale

File #: 16-717

TITLE

Approval of Contract Renewal with Upland Software Inc. for Records Storage

BACKGROUND INFORMATION

Previously approved 5/24/16 Optiview is our records management solution. This contract covers use of software and cloud based storage for records including HR, Payroll, Insurance, SIS.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$68,730.50

Budget Coding: 0397.7400.0692.9005.3023

CONTRACT INFORMATION

Contract with: Upland (formerly API)

Contract value: \$68,730.50

Budget coding: 0397.7400.0692.9005.3023

Contract Purpose / Description: Records Management

Contract Originator: Joy Nulisch, 53310, IT

Board Meeting Date: June 13, 2017

RECOMMENDATION

Approval of Contract Renewal with Upland Software Inc. for Records Storage



Monroe County School District

Superintendent of Schools
Mark T. Porter

Master

File Number: 16-717

File ID: 16-717	Type: Agenda Item	Status: Agenda Ready
Version: 1	Vendor:	Action By: School Board
Department: Information Technology		File Created: 06/01/2017
Subject:		Final Action:
Title: Approval of Contract Renewal with Upland Software Inc. for Records Storage		

Internal Notes:

Agenda Date: 06/13/2017

Sponsors:

Effective Date:

Attachments: Contract_Refusal_Letter Upland v3.docx.pdf,
Quote_Upland_Cloud SaaS Renewal - JE
signed.pdf, Quote_Upland_Optiview Renewal- JE
signed.pdf, MSA_terms-of-service.pdf, COI_Upland
Client Pack.pdf

Enactment Number:

Recommendation:

Entered by: Joy.Nulisch@KeysSchools.com

Expiration Date:

Expiration Date:

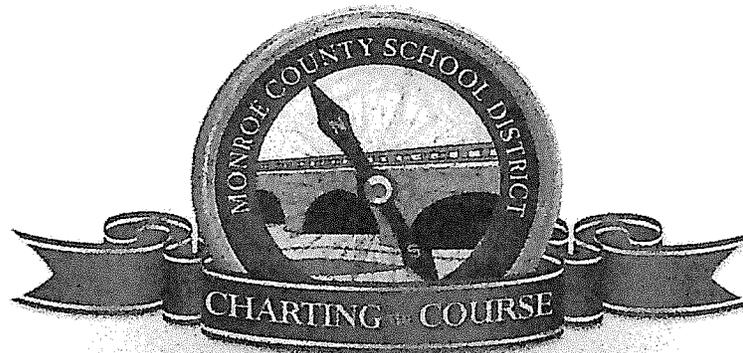
Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/2/2017	Patrick Lefere	Approve	6/6/2017
1	2	6/5/2017	Wanda Menendez	Approve	6/6/2017
1	3	6/6/2017	Ryan Abrams	Approve	6/7/2017
Notes: Approved as to form only. Legal does not recommend agreeing to executing contractor agreements without including terms favorable to the district. The master services agreement includes a venue clause that requires all disputes to be litigated in Austin, Texas. At a minimum, venue should always be in Monroe County, Florida.					
1	4	6/6/2017	Suanne Lee	Approve	6/8/2017
1	5	6/7/2017	James Drake	Approve	6/8/2017
1	6	6/7/2017	Patrick Lefere	Approve	6/9/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MARK T. PORTER
Superintendent of Schools



To Excellence in the Monroe County Schools

June 1, 2017

FileBound by Upland Software
1701 Cushman Drive
1 Lincoln, NE 68512

Dear Jon,

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that (you have/your company has) prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

FLORIDA PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.*
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.*
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.*
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.*

Purchasing / Property Control Department
241 Trumbo Road • Key West, FL 33040
Tel. (305) 293-1400
www.KeysSchools.com

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

Kindly acknowledge (FileBound by Upland Software) preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Suanne C. Lee
Purchasing /Property Control Supervisor

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701.

DocuSigned by:
Jon Eilers
582FF49C7-B264-4CD6-B8CA-7134E83214B7
Contractor or Authorized Designee

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 1st day of June, 2017.

DocuSigned by:
By Jon Eilers
Authorized Signature/Contractor

Jon Eilers - General Manager
Typed Name/Title

FileBound By Upland Software
Contractor's Firm Name

1701 Cushman Dr
Street Address

1 Lincoln, NE 68512
City/State/Zip Code

888-449-4978
Area Code/Telephone Number

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Jon Eilers, of FileBound by Upland Software State of Nebraska, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: FileBound, by Upland Software and Nature of services presently being offered to School District: Annual maintenance of OptiView

2) I have have not X, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.

b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

NA

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

June 1, 2017
Date

DocuSigned by:
Jon Eilers
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jon Eilers who, being personally known, X or having produced DRIVERS LICENSE as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 1st day of JUNE 20 17.

Julie L. Feldman
NOTARY PUBLIC

7/4/2020
My commission expires:



Julie L. Feldman
Commission # GG000014
Expires: July 4, 2020
Bonded thru Aaron Notary



Service Provider:
Upland Software, Inc.
 401 Congress Avenue, Suite 1850
 Austin, TX 78701-3788
 United States
 Phone: 855-944-PLAN (7526)

SaaS Product Quote

Prepared for:
 Monroe County Schools
 241 Trumbo Road
 Key West, FL, 33040
 United States

Contact Information: orders@uplandsoftware.com
Quote Number: USI-Monroe County Schools-26Apr17
Quote Prepared Date: April 26, 2017
Quote Expiration Date: June 30, 2017

SAAS APPLICATION

OptiView Cloud Service per year*
 Includes 1.2 TB of Storage space based on your 5 year growth above – 1 Units Per Year
 Upgrade to OptiView Site License – 1 Units Per Year

TERM START DATE: October 1, 2017
CURRENCY: USD

SUPPORT PLAN	AVAILABLE TERMS	DURATION	FIRST YEAR FEE <small>October 01, 2017 - September 30, 2018</small>	ONGOING ANNUAL FEE THROUGH TERM <small>October 01 - September 30</small>	PLEASE SELECT
STANDARD	One Year	October 01, 2017 - September 30, 2018	32,304.80	N/A	<input type="checkbox"/>
	Three Years (Annual)	October 01, 2017 - September 30, 2020	32,304.80	32,304.80	<input type="checkbox"/>
	Five Years (Annual)	October 01, 2017 - September 30, 2022	32,304.80	32,304.80	<input type="checkbox"/>
GOLD	One Year	October 01, 2017 - September 30, 2018	35,368	N/A	<input checked="" type="checkbox"/>
	Three Years (Annual)	October 01, 2017 - September 30, 2020	35,368	35,368	<input type="checkbox"/>
	Five Years (Annual)	October 01, 2017 - September 30, 2022	35,368	35,368	<input type="checkbox"/>
PLATINUM	One Year	October 01, 2017 - September 30, 2018	41,368	N/A	<input type="checkbox"/>
	Three Years (Annual)	October 01, 2017 - September 30, 2020	41,368	41,368	<input type="checkbox"/>
	Five Years (Annual)	October 01, 2017 - September 30, 2022	41,368	41,368	<input type="checkbox"/>

Special Terms:

Upon execution of this quote ("Quote"), Customer and Supplier shall be parties to a legally binding contract. The contract between the Parties shall be comprised of this Quote, the Master Services Agreement ("MSA") between the parties currently in effect as of the date this Quote is signed (in the event there is no MSA currently in effect, then the terms at www.uplandsoftware.com/terms-of-service.pdf shall control), the Maintenance and Support Terms and Conditions and the Product Addendum (if any) (collectively, the "Agreement"). In the event of any conflict, the terms of the Quote shall supersede the terms of the MSA, the Maintenance and Support Terms and Conditions and any



Service Provider:
Upland Software, Inc.
401 Congress Avenue, Suite 1850
Austin, TX 78701-3788
United States
Phone: 855-944-PLAN (7526)

SaaS Product Quote

Product Addendum. Terms not defined in this Quote have the meaning ascribed to them elsewhere in the Agreement.

For the purpose of this Quote, "Maintenance and Support" means the service activities described in the Maintenance and Support Terms and Conditions; the Service Level (i.e., Platinum, Gold, or Standard) of Maintenance and Support that is provided to the Customer will depend upon the Customer's selection herein. The "Term" shall mean the "Term Start Date" through the expiration of the Package Term selected above.

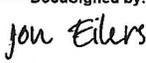
In consideration of the representations, warranties, covenants and mutual promises contained in the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1) Fees. Customer agrees to pay any and all Fees (i.e., the Maintenance and Support Services Fees, Subscription Fees, Professional Services Fees, and any other fees for Services or access to the Application) provided herein. All Fees hereunder shall be due and payable within thirty days of execution hereof. The Maintenance and Support Services Fees shall be paid by the Customer in accordance with the Service Level selected above. Customer's obligations may not be canceled prior to expiration of the Term.
- 2) Auto-renewal. CUSTOMER UNDERSTANDS THAT THE AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW NOT LESS THAN 60 DAYS FROM THE END OF THE THEN-CURRENT TERM OR AS OTHERWISE TERMINATED PURSUANT TO THE TERMS OF THE AGREEMENT.
- 3) Renewal Fees. Customer acknowledges that Fees for renewal periods are due on before the first date of such renewal period.
- 4) Professional Services Fees. Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of (i) the date the Professional Services are delivered (on a pro-rata, ongoing basis), or (ii) one year from the date of the applicable invoice.
- 5) Extension of Previous Terms. Customer may have prior agreements with the Supplier that include different licensing, maintenance and support periods, end dates and terms and conditions. Customer agrees that Supplier's obligations are hereby replaced and are solely defined by this Agreement. Furthermore, the expiration of all such prior agreements are hereby extended so as to be coterminous with the Term of this Quote and Customer agrees to pay an additional prorated amount under this Quote to cover the full extended period of such extension.
- 6) Taxes. The pricing herein does not include any applicable sales or use taxes.
- 7) Suspension. In addition to other rights and remedies available to Supplier under the Agreement and at law, Supplier shall have the right to suspend the delivery of Services and Customer's access to the Application in the event Customer fails to timely pay any Fees when due. The suspended activities shall not resume until all amounts due to Supplier have been paid in full.
- 8) Entire Agreement. The provisions of the Agreement constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of the Agreement. No terms and conditions on any purchase order or other document by Customer shall be deemed to modify or amend the Agreement.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT.



CUSTOMER SIGNATURE

DocuSigned by:


SERVICE PROVIDER SIGNATURE

Board Approved June 13, 2017



Service Provider:
Upland Software, Inc.
401 Congress Avenue, Suite 1850
Austin, TX 78701-3788
United States
Phone: 855-944-PLAN (7526)

SaaS Product Quote

Does your company require a PO number indicated on the invoice?

No, PO is not required.

Yes, PO is required. PO Number:

_____ (If it's not yet available, please type "To Follow")



Service Provider:
Upland Software, Inc.
 401 Congress Avenue, Suite 1850
 Austin, TX 78701-3788
 United States
 Phone: 855-944-PLAN (7526)

Maintenance and Support Quote

Prepared for:
 Monroe County Schools
 241 Trumbo Road
 Key West, FL, 33040
 United States

Contact Information: orders@uplandsoftware.com
Quote Number: USI-Monroe County Schools-26Apr17
Quote Prepared Date: April 26, 2017
Quote Expiration Date: June 30, 2017

PRODUCTS COVERED
OptiView Document Management Multi Departmental System with 15 full user licenses – 1 Units Per Year OptiSpool with 5 licenses – 1 Units Per Year OptiView Web with unlimited licenses – 1 Units Per Year OptiSpool Web Server – 1 Units Per Year

TERM START DATE: July 1, 2017
CURRENCY: USD

SUPPORT PLAN	AVAILABLE TERMS	DURATION	FIRST YEAR FEE	ONGOING ANNUAL FEE	PLEASE SELECT
			July 01, 2017 - September 30, 2018	THROUGH TERM October 01 - September 30	
STANDARD	One Year	July 01, 2017 - September 30, 2018	30,098.75	N/A	<input type="checkbox"/>
	Three Years (Annual)	July 01, 2017 - September 30, 2020	30,098.75	24,079	<input type="checkbox"/>
	Five Years (Annual)	July 01, 2017 - September 30, 2022	30,098.75	24,079	<input type="checkbox"/>
GOLD	One Year	July 01, 2017 - September 30, 2018	33,362.50	N/A	<input checked="" type="checkbox"/>
	Three Years (Annual)	July 01, 2017 - September 30, 2020	33,362.50	27,890	<input type="checkbox"/>
	Five Years (Annual)	July 01, 2017 - September 30, 2022	33,362.50	27,890	<input type="checkbox"/>
PLATINUM	One Year	July 01, 2017 - September 30, 2018	39,362.50	N/A	<input type="checkbox"/>
	Three Years (Annual)	July 01, 2017 - September 30, 2020	39,362.50	33,890	<input type="checkbox"/>
	Five Years (Annual)	July 01, 2017 - September 30, 2022	39,362.50	33,890	<input type="checkbox"/>

Special Terms:

Upon execution of this quote ("Quote"), Customer and Supplier shall be parties to a legally binding contract. The contract between the Parties shall be comprised of this Quote, the Master Services Agreement ("MSA") between the parties currently in effect as of the date this Quote is signed (in the event there is no MSA currently in effect, then the terms at www.uplandsoftware.com/terms-of-service.pdf shall control), the Maintenance and Support Terms and Conditions and the Product Addendum (if any) (collectively, the "Agreement"). In the event of any conflict, the terms



Service Provider:
Upland Software, Inc.
401 Congress Avenue, Suite 1850
Austin, TX 78701-3788
United States
Phone: 855-944-PLAN (7526)

Maintenance and Support Quote

of the Quote shall supersede the terms of the MSA, the Maintenance and Support Terms and Conditions and any Product Addendum. Terms not defined in this Quote have the meaning ascribed to them elsewhere in the Agreement.

For the purpose of this Quote, "Maintenance and Support" means the service activities described in the Maintenance and Support Terms and Conditions; the Service Level (i.e., Platinum, Gold, or Standard) of Maintenance and Support that is provided to the Customer will depend upon the Customer's selection herein. The "Term" shall mean the "Term Start Date" through the expiration of the Package Term selected above.

In consideration of the representations, warranties, covenants and mutual promises contained in the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1) Fees. Customer agrees to pay any and all Fees (i.e., the Maintenance and Support Services Fees, Subscription Fees, Professional Services Fees, and any other fees for Services or access to the Application) provided herein. All Fees hereunder shall be due and payable within thirty days of execution hereof. The Maintenance and Support Services Fees shall be paid by the Customer in accordance with the Service Level selected above. Customer's obligations may not be canceled prior to expiration of the Term.
- 2) Auto-renewal. CUSTOMER UNDERSTANDS THAT THE AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW NOT LESS THAN 60 DAYS FROM THE END OF THE THEN-CURRENT TERM OR AS OTHERWISE TERMINATED PURSUANT TO THE TERMS OF THE AGREEMENT.
- 3) Renewal Fees. Customer acknowledges that Fees for renewal periods are due on before the first date of such renewal period.
- 4) Professional Services Fees. Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of (i) the date the Professional Services are delivered (on a pro-rata, ongoing basis), or (ii) one year from the date of the applicable invoice.
- 5) Extension of Previous Terms. Customer may have prior agreements with the Supplier that include different licensing, maintenance and support periods, end dates and terms and conditions. Customer agrees that Supplier's obligations are hereby replaced and are solely defined by this Agreement. Furthermore, the expiration of all such prior agreements are hereby extended so as to be coterminous with the Term of this Quote and Customer agrees to pay an additional prorated amount under this Quote to cover the full extended period of such extension.
- 6) Taxes. The pricing herein does not include any applicable sales or use taxes.
- 7) Suspension. In addition to other rights and remedies available to Supplier under the Agreement and at law, Supplier shall have the right to suspend the delivery of Services and Customer's access to the Application in the event Customer fails to timely pay any Fees when due. The suspended activities shall not resume until all amounts due to Supplier have been paid in full.
- 8) Entire Agreement. The provisions of the Agreement constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of the Agreement. No terms and conditions on any purchase order or other document by Customer shall be deemed to modify or amend the Agreement.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT.

CUSTOMER SIGNATURE

DocuSigned by:
Jon Eilers
592BF5D827031A5

SERVICE PROVIDER SIGNATURE



Service Provider:
Upland Software, Inc.
401 Congress Avenue, Suite 1850
Austin, TX 78701-3788
United States
Phone: 855-944-PLAN (7526)

**Maintenance and Support
Quote**

Does your company require a PO number indicated on the invoice?

No, PO is not required.

Yes, PO is required. PO Number:

_____ (If it's not yet available, please type "To Follow")

MASTER SERVICES AGREEMENT
UPLAND SOFTWARE, INC.

This Master Services Agreement, including all Sales Orders and Statements of Work agreed to by the parties (collectively, the "**Agreement**"), is between Customer and Upland Software, Inc. ("**Upland**") and sets forth the terms and conditions under which Upland will make available certain services and Customer will be permitted to use such services. This Agreement is effective as of the date the first Sales Order or Statement of Work was agreed to by the parties ("**Effective Date**"). By agreeing to a Sales Order or Statement of Work incorporating the terms herein, Customer and Upland agree to be bound by the terms of the Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS

a. "**Application**" means the web-based service identified in the applicable Sales Order.

b. "**Customer Data**" means the data inputted by Customer or its Users for the purpose of using an Application or facilitating Customer's use of an Application.

c. "**Documentation**" means user documentation that describes the principles of the operation or functionality of the applicable Application and that are embedded with such Application (e.g., on-line help files).

d. "**Maintenance Services**" means ongoing maintenance and technical support services for the applicable Application, as further described herein.

e. "**Non-User-Based Application**" means an Application that is made available to Customer on a basis other than a per-User basis.

f. "**Professional Services**" means all software implementation, training, configuration, data migration, consulting and professional services performed by or on behalf of Upland for Customer pursuant to this Agreement.

g. "**Sales Orders**" means the ordering documents for purchases of Services hereunder, including addenda thereto, that are entered into between Customer and Upland from time to time.

h. "**Services**" means each Application, Maintenance Services and Professional Services, collectively.

i. "**Subscription Term**" for each Application means the period that Customer has the right to use such Application and associated Documentation as set forth in the applicable Sales Order, including the Initial Term and any Renewal Terms.

j. "**User-Based Application**" means an Application that is made available to Customer on a per-User basis, i.e., a User Subscription must be purchased by Customer for each User that is authorized to access the applicable Application.

k. "**User Subscription**" means a subscription purchased by Customer that entitles one User to access and use the applicable Application and Documentation during the applicable Subscription Term.

l. "**Users**" means individuals who are authorized by Customer to use the applicable Application, for whom subscriptions to such Application have been purchased (in

the case of User-Based Applications), and who have been supplied Upland-issued user identifications and passwords by Customer. "Users" may include but is not limited to Customer employees, consultants, contractors and agents.

2. USE OF THE APPLICATION

a. Sales Orders. Customer may only use the Application during the period that both the applicable Sales Order and the applicable Subscription Term are in effect.

b. Use of the Application. Subject to the terms and conditions of this Agreement, Upland hereby grants to Customer and Customer hereby accepts from Upland a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 14.b (Assignability)), non-sublicensable right during the applicable Subscription Term as follows:

i. for each User-Based Application, to allow Users to use the Application specified on the applicable then-valid Sales Order solely in connection with Customer's internal business operations; and

ii. for each Non-User-Based Application, to allow Users to use the Application in accordance with the scope of use specified in the applicable then-valid Sales Order.

c. Use of the Documentation. Subject to the terms and conditions of this Agreement, Upland hereby grants to Customer and Customer hereby accepts from Upland a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 14.b (Assignability)), non-sublicensable license during the applicable Subscription Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Users' use of the applicable Application in accordance with this Agreement.

d. Use Limitations. Customer's right to use each Application is subject to and contingent upon Customer's compliance with the limitations on Customer's use of such Application specified in the Agreement. Customer agrees that it will not exceed the maximum allowed usage (e.g., images, documents, storage or users) for such Application as specified in the applicable Sales Order or Documentation ("**Scope Limitations**"). Customer undertakes that: (i) the maximum number of Users that it authorizes to access and use each User-Based Application will not exceed the number of User Subscriptions it has purchased for such Application, and (ii) it will not allocate any User Subscription to more than

one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User will no longer have any right to access or use the applicable Application or Documentation.

e. Audit. Customer shall permit Upland to audit Customer's use of each Application. Such audit may be conducted no more than once per twelve months, at Upland's expense, and this right will be exercised with reasonable prior notice, in such a manner as not to interfere with Customer's normal conduct of business. If any of the audits referred to herein reveal that Customer has underpaid any Services fees to Upland, Customer shall pay to Upland an amount equal to such underpayment within 30 days of receipt of notice of such underpayment.

f. Reservation of Rights. Upland and its licensors retain all right, title, and interest to all software, products, works, and other intellectual property created, used, or provided by Upland for the purposes of this Agreement, including, but not limited to, each Application and all Documentation. Upland shall own all right, title, and interest in and to all modifications or derivatives of, and improvements to, each Application and all Documentation and any other part of the Services (created by either party). Customer hereby makes all assignments necessary to provide Upland the ownership rights set forth in the preceding sentence.

g. Customer Data. Upland hereby acknowledges and agrees that all rights, title and interest in and to Customer Data are and shall remain the property of Customer and all intellectual property rights including copyright, trademark, and trade secret rights in Customer Data are and will remain the property of Customer. Customer hereby grants to Upland, throughout the term of this Agreement and after the term as necessary for any of Upland's post-termination obligations to Customer, the necessary rights or license to use Customer Data solely as necessary for Upland to perform its obligations hereunder. Without limiting any of Customer's obligations under a SOW (as defined in Section 5), Customer shall provide Upland, in the form and format and on the schedule specified by Upland, all Customer Data reasonably required for Upland's performance hereunder.

h. Feedback. If Customer provides any feedback to Upland concerning the functionality or performance of an Application (including identifying potential errors and improvements), Customer hereby assigns to Upland all right, title, and interest in and to the feedback, and Upland is free to use the feedback without payment or restriction.

3. CUSTOMER'S RESPONSIBILITIES

a. Account Credentials. Customer will receive an initial administrator logon user identification, password, and web address (URL) for a private website through which Customer will use each Application. The administrator logon user identification will be used by Customer or Customer's designee to create and modify all other logon accounts for access to each Application. Customer is solely responsible for maintaining the confidentiality of the administrator and User logon user identifications, passwords and account information.

b. Compliance and Use. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of each Application and all Documentation and immediately notify Upland in writing of any such unauthorized access or use or violation by Customer or its Users of this Agreement, (iv) use each Application only in accordance with the Documentation and (v) use each Application and all Documentation in compliance with all applicable laws and government regulations. If there is unauthorized use of any Application or Documentation by anyone who obtained access to such Application or Documentation directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Upland to prevent or terminate unauthorized use of each Application or any Documentation. Customer may not (1) make the Services available to anyone other than Users, (2) use the Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (3) use the Services to store or transmit malicious code, (4) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (5) attempt to gain unauthorized access to the Applications or their related systems or networks.

c. Cookies. Certain Applications, and to the extent applicable, Customer websites that employ Applications, utilize "cookies" as part of the functionality of the Application. These cookies may be session cookies, which disappear when the end user closes the browser, or persistent cookies, which remain after the browser is closed and used on subsequent visits to your website. The end user must review his/her browser "Help" file to learn the proper way to modify the browser cookie settings. Customer agrees that it is solely responsible for providing all appropriate and legally-required disclosures to its customers or end users pertaining to the use and removal of cookies, and Customer agrees that it will defend, indemnify and hold Upland harmless from and against any and all third-party claims stemming from or related to the use of cookies as provided herein.

d. Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer shall not, and will not permit or authorize third parties to:

i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Applications or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Applications; or

ii. access all or any part of the Applications or Documentation in order to build a product or service that competes with the Services or the Documentation;

iii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially

exploit the Applications or Documentation, or otherwise make the Applications or Documentation available to any third party (e.g., as a service bureau) except the Users; or

iv. circumvent or disable any security or other technological features or measures of the Applications.

4. MAINTENANCE SERVICES

For so long as Customer is current with its payment of the fees specified in the applicable Sales Order, and for so long as Upland continues to make each Application generally available to its customers, Upland will provide Maintenance Services for the Application.

5. PROFESSIONAL SERVICES

For each request for Professional Services hereunder, the parties shall in good faith negotiate statements of work (each, an "SOW"), each of which shall be deemed a part of this Agreement. A SOW may be a separate document executed by the parties or may be incorporated into a Sales Order. Each SOW will specify the scope of work and specific terms of the project(s) to be performed by Upland. Travel expenses, including reasonable transportation, lodging and meal expenses incurred in relation to the provision of pre-approved Professional Services will be reimbursed by Customer and are in addition to the specified Professional Services fees. If Customer cancels a Professional Services visit less than a week prior to the scheduled visit, Customer will pay all travel (such as hotel, flight) cancellation costs.

6. PAYMENT AND FEES

a. Fees. Customer will pay Upland the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes, as specified in the applicable Sales Order or SOW. Fees are based on Services purchased and not on actual usage. Unless otherwise specified in the applicable Sales Order or SOW, all amounts payable under this Agreement are denominated in U.S. dollars, and Customer will pay all such amounts in U.S. dollars. All invoices for amounts less than \$5,000 must be paid by a credit card.

b. Additional Users or Usage. For User-Based Applications, Customer may, from time to time during the Subscription Term for the applicable Application, purchase additional User Subscriptions and Upland shall grant access to the Application and the Documentation to such additional Users in accordance with the provisions of this Agreement. For Non-User-Based Applications, Customer may, from time to time during the Subscription Term for the applicable Application, to the extent specified in the applicable Sales Order or in accordance with Upland's then-current applicable policies, purchase rights to exceed some or all of the then-applicable Scope Limitations; provided, however, that Customer acknowledges that certain Applications may not allow an increase of any or all elements of the applicable Scope Limitations.

c. Renewal Fees. Upland will give Customer at least 30 days' notice (which may be by email) of any increase in the Service fees greater than 6% on a yearly basis, or any new charges and fees prior to the end of the applicable Initial Term (as defined in Section 7.b) or any Renewal Term (as defined

in Section 7.b). Customer will only be entitled to discounts granted for a multi-year commitment if the applicable Renewal Term is for a period equal to or greater than such multi-year commitment. Any other discounts offered for the Initial Term do not apply to Renewal Terms unless expressly provided in the applicable Sales Order.

d. Invoices and Payment Terms. The Subscription Fees will be invoiced annually in advance. Fees for additional User Subscriptions or other modifications to the Scope Limitations will be invoiced upon receipt of Customer's request for such purchase. If such additional User Subscriptions are purchased by Customer part way through the Initial Term or any Renewal Term, such fees shall be pro-rated for the remainder of the Initial Term or then-current Renewal Term. Fees for Professional Services will be invoiced upon execution of the applicable SOW. Customer will pay all amounts due within 30 days of the date of the applicable invoice. Customer acknowledges that Subscription Fees for Renewal Terms are due on or by the first day of such Renewal Term.

e. Late Payments. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs) incurred by Upland to collect any amount that is not paid when due. In the event of default in the payment of any undisputed invoices, installments or interest for a period in excess of 60 days past their due date, Upland may, without notice or demand, declare the entire principal sum payable during the Term under all outstanding Sales Orders and SOWs, immediately due and payable. If Customer believes that Upland has billed Customer incorrectly, Customer must notify Upland thereof (in writing) no later than 60 days after the date of the invoice, otherwise the amount invoice shall be conclusively deemed correct by the parties. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason.

f. Taxes. Other than net income taxes imposed on Upland, unless Customer provides Upland with a valid tax exemption or a properly completed direct pay certificate, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Upland after all such taxes are paid are equal to the amounts that Upland would have been entitled to in accordance with this Agreement as if the taxes did not exist, regardless of whether such taxes were included on the initial applicable invoice to Customer.

7. TERM, RENEWAL AND TERMINATION

a. Agreement Term. This Agreement will commence upon the Effective Date and continue for as long as there is a Sales Order still in effect unless this Agreement is terminated earlier as set forth herein. In the event there are no Sales Orders in effect for three months, this Agreement will automatically terminate.

b. Sales Order Term. The term for each Sales Order shall commence on the effective date of the applicable Sales Order (or, if no effective date is specified, on the date the Sales Order has been executed by both Customer and Upland) and shall be in effect for the term specified in the Sales Order provided, that if no such term is indicated in the Sales Order, the initial term shall be for one year (the “**Initial Term**”). The term of each Sales Order will automatically renew for successive periods equal to the length of the Initial Term (each, a “**Renewal Term**”) unless a party provides the other party written notice 30 days in advance of the expiry of the Initial Term or then-current Renewal Term, as applicable, of its desire to amend the duration of the Renewal Term or terminate the Sales Order. If Customer terminates a Sales Order prior to the completion of the Initial Term or then-current Renewal Term, as applicable, it will pay Upland any unpaid Subscription Fees under such Sales Order for the remainder of the Subscription Term.

c. SOW Term. Each SOW will be in effect for the time period specified on the applicable SOW.

d. Termination for Material Breach. Either party may terminate this Agreement or an SOW if the other party does not cure its material breach of this Agreement or the applicable SOW within 30 days of receiving written notice of the material breach from the non-breaching party. Such termination right applies only to the applicable Sales Order or SOW and related Services for a particular Application and not to Sales Orders for or SOWs related to other Applications governed by this Agreement. Termination in accordance with this Section 7.d will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any fees, Upland may, without limitation to any of its other rights or remedies, suspend performance of all Services for Customer until Upland receives all amounts due. In the event of termination as a result of Customer’s failure to comply with any of its obligations under this Agreement, Customer shall continue to be obligated to pay for Subscription Fees in addition to any fees for Professional Services rendered. Termination of the Agreement or any Sales Order or SOW shall be in addition to and not in lieu of any equitable remedies available to Upland.

e. Transition Assistance. Following the termination of the applicable Sales Order, provided customer makes a written request within 14 days before the effective date of termination and subject to then-current Professional Service fees on a time and materials basis, Upland may offer transition assistance, which may include, to the extent practicable, an export of Customer Data from the applicable Application. To the extent Upland makes available to Customer an API or other means to assist with such transition, the API shall be Upland’s Confidential Information (as defined in Section 8), and Customer is granted a personal, nonsublicensable, nonexclusive, nontransferable, limited license to use the API solely for Customer’s internal use for exporting Customer’s content from Upland to the new Customer system. Customer shall not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any

part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 7.e.

f. Survival. Sections 2.e (Audit), 2.f (Reservation of Rights), 2.g (Customer Data), 2.h (Feedback), 3 (Customer’s Responsibilities), 6.a (Fees), 6.d (Invoices and Payment Terms), 6.e (Late Payments), 6.f (Taxes), 7 (Term, Renewal and Termination), 8 (Confidentiality), 9.b (Disclaimer), 11 (Limitations of Liability) and 14 (General) shall survive the termination of this Agreement.

8. CONFIDENTIALITY

a. Definition. As used herein, “**Confidential Information**” means all confidential information disclosed by or otherwise obtained from a party (“**Disclosing Party**”) to or by the other party (“**Receiving Party**”), whether orally, visually or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s “Confidential Information” includes Customer Data; Upland’s “Confidential Information” includes each Application, all Documentation and the product of all Services and Upland’s financial, security, architectural or similar information; and “Confidential Information” of each party shall include the terms and conditions of this Agreement and each Sales Order and SOW, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party. However, “Confidential Information” does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Upland is also permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors and agents of its direct and indirect parents, subsidiaries and sister entities. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s

Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMER

a. Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

b. Disclaimer. EXCEPT AS SET FORTH IN SECTION 9.a (Warranties), EACH APPLICATION, ACCESS THERETO, THE DOCUMENTATION AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND UPLAND AND ITS AFFILIATES AND AGENTS (A) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) DO NOT WARRANT THAT ACCESS TO ANY APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH ANY APPLICATION IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; (C) SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF ANY APPLICATION, DOCUMENTATION OR SERVICES. UPLAND EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF ANY APPLICATION, DOCUMENTATION OR SERVICES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, UPLAND'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. MUTUAL INDEMNIFICATION

a. Indemnification by Upland. Upland shall defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of any Application as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against Customer, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (i) promptly gives Upland written notice of the Claim; (ii) gives Upland sole control of the defense and settlement of the

Claim (provided that Upland may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (iii) provides to Upland all reasonable assistance, at Upland's expense.

b. Exclusions from Obligations. Upland will have no obligation under this Section 10 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of an Application in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (ii) use of an Application by Customer for purposes not intended or outside the scope of the license granted to Customer; (iii) Customer's failure to use an Application in accordance with instructions provided by Upland, if the infringement or misappropriation would not have occurred but for such failure; or (iv) any modification of an Application not made or authorized in writing by Upland where such infringement or misappropriation would not have occurred absent such modification.

c. Mitigation of Infringement Action. If Customer's use of any Application is, or in Upland's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 10.a (Indemnification by Upland), then Upland will either: (i) procure the continuing right of Customer to use the Application; (ii) replace or modify the Application in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Upland is unable to do either (i) or (ii), Upland will (iii) terminate Customer's right with respect to the Application and refund to Customer all unused Subscription Fees pre-paid by Customer with respect to such Application.

d. Limited Remedy. This Section 10 states Upland's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by any Application.

e. Indemnification by Customer. Customer shall defend Upland against any Claim made or brought against Upland by a third party alleging that Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Upland for any damages finally awarded against, and for reasonable attorney's fees incurred by, Upland in connection with any such Claim; provided, that Upland (i) promptly gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Upland of all liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.

11. LIMITATIONS OF LIABILITY

a. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UPLAND DOES NOT HAVE ANY LIABILITY TOWARDS CUSTOMER FOR ANY DAMAGES CAUSED BY (i) THE USE OR INABILITY TO USE ANY APPLICATION, DOCUMENTATION OR SERVICE, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICES, (iii) ACCURACY OF DATA TRANSFERRED TO ANY OTHER SOFTWARE OR SERVICE, OR (iv) INSTANCES IN WHICH CUSTOMER DATA STORED OR COMMUNICATED THROUGH ANY APPLICATION IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS; INCLUDING WITHOUT LIMITATION SITUATIONS IN WHICH CUSTOMER DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS THAT MAY EXIST. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 3 (CUSTOMER'S RESPONSIBILITIES) OR SECTION 6 (PAYMENT AND FEES), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER INCURRED BY A THIRD PARTY OR CUSTOMER, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

b. Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 3 (CUSTOMER'S RESPONSIBILITIES), SECTION 6 (PAYMENT AND FEES) OR SECTION 10 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE THREE MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS ENTITLED "PAYMENT AND FEES" AND "TERM, RENEWAL AND TERMINATION".

c. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY UPLAND TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

12. PUBLICITY

a. Press Release. Upon mutual agreement of the parties, Upland may prepare and issue a mutually approved press release announcing this Agreement. Any future announcements which refer to the other party or its products

must be approved by the other party prior to release. Customer agrees to work in good faith with Upland in producing blog post, testimonial video, case study, telephone reference (up to 4 times/year), or other mutually agreeable communication.

b. Customer List. Customer agrees that, subject to Customer's brand guidelines, Upland may include Customer name and logo, in Upland's lists of other customers of the Services, in printed or web-based marketing materials (including its website) and in Upland's marketing presentations.

c. Earnings Call. Customer agrees that Upland may reference Customer by name during the conference call or press releases of Upland's quarterly earnings for any quarter in which Customer utilizes Upland's Services.

13. INSURANCE

Upland shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement.

TYPES OF INSURANCE LIMITS OF LIABILITY (Minimum Amounts)

- Commercial General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Excess Liability (Umbrella) insurance: \$2,000,000 per occurrence, \$2,000,000 aggregate
- Except in jurisdiction where not applicable, Workers' Compensation and Employer's Liability: \$1,000,000 per accident
- Business Automobile Liability Insurance including coverage for owned, hired, and non-owned vehicles with a combined single limit including bodily injury and property damage of not less than \$1,000,000 each accident;
- Professional Errors and Omissions Insurance: \$3,000,000 per occurrence

14. GENERAL

a. Relationship. Upland will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

b. Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, each party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition or other change of control, or to an affiliate of which such party directly or indirectly owns at least 50% of the voting equity (or other comparable interest for an entity other than a corporation), and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. Subcontractors. Upland may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Upland remains responsible for all of its obligations under this Agreement.

d. Notices. Except as otherwise provided herein, all notices to Upland must be made to the address listed below and all notices to Customer must be made to the email address of Customer's primary contact with Upland.

Upland notice address:
ATTN: General Counsel
401 Congress Ave., Suite 1850
Austin, TX 78701
legal@uplandssoftware.com

All notices must be made either via email (to the extent expressly permitted in this Agreement), conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four business days after mailing. Notice sent via email or overnight courier is deemed received the second day after having been sent. Upland may broadcast notices or messages through the applicable Application or by posting notices or messages on Upland's web site to inform Customer of changes to the Services, or other matters of importance; Upland shall inform Customer of such broadcast by e-mail. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.d.

e. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement or any Sales Order or SOW for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, internet service provider or communications failure).

f. Dispute Resolution. Any and all disputes, controversy or claims related to or arising in connection with this Agreement will first be referred to the Chief Operations Officers of each of the parties for an informal resolution. If this informal resolution does not resolve the dispute within 30 days, the parties hereto agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") then in effect. This provision shall not limit either party's right for interim judicial relief, such as an injunction, an order of eviction, or similar actions. Any such arbitration shall proceed in accordance with the laws of the State of Texas and the venue of any such Arbitration shall be held in Austin, Texas. Within ten calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity. If the parties do not agree on an arbitrator within ten calendar

days, a party may petition the AAA in order to appoint an arbitrator. The decision of the arbitrator shall be final and binding and no party shall have rights of appeal. Each party shall bear its own costs and fees in connection with the arbitration; however, the arbitrator shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration.

g. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

h. Severability. Should any term and condition hereof be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining portions.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of this Agreement will be deemed an original.

j. Entire Agreement. This Agreement and the exhibits or attachments, if any, constitutes the entire agreement between the parties hereto regarding Customer's use of each Application and receipt of all Services and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. In the event of conflict between the terms of any Sales Order or SOW and the terms herein with regard to the subject matter of this provision, the terms of this Agreement will prevail. These terms and conditions apply to future purchases of products and services by Customer from Upland. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Upland will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Upland specifically agrees to such provision in writing and signed by an authorized agent of Upland.

* * * * *



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED Upland Software, Inc. 401 Congress Avenue Suite 1850 Austin, TX 78701	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ComSci, LLC
 FileBound Solutions of Florida, Inc.
 FileBound Solutions, Inc.
 HipCricket, Inc.
 Leadlander, Inc.
 LMR Solutions, LLC; dba EPM Live
 Magnitude Software Inc.
 Marex Group, Inc.
 Omtool, Ltd.
 Powersteering Software, Inc.
 Silverback Enterprise Group, Inc.
 Silverback One Merger Corp.
 Silverback Two Canada Merger Corp.
 Skyfall Acquisition Corporation
 Solution Q, Inc. (dba Eclipse PPM)
 Tenrox Ltd
 Tenrox, Inc.
 Tenrox, Inc. (Delaware USA)
 Ultriva, Inc.
 Upland IX, LLC (dba Mobile Commons)
 Upland Software I, Inc.
 Upland Software II, LLC
 UPLAND SOFTWARE INC., SOLUTION Q, INC (DBA Eclipse PPM)
 UPLAND SOFTWARE INC., SOLUTION Q, INC
 Upland Software IV, LLC
 Upland Software V, Inc.
 Upland Software VI, LLC
 Upland Software VII, LLC
 Upland Software, Inc.
 Upland Software, Inc. DBA Mobile Commons
 Upland Software, Inc., Its Direct Subsidiaries
 Upland Software, Inc., PowerSteering Software, Inc.
 Visionael Corporation

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
 POLICY NUMBER: ZPP-41M10954 EFF DATE: 08/01/2016 EXP DATE: 08/01/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Intl. Hired & Non-owned Autos	\$1,000,000 Combined Single Limit	



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED Upland Software, Inc. 401 Congress Avenue Suite 1850 Austin, TX 78701	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Great American Insurance Company NAIC#: 16691
 POLICY NUMBER: SAA 409-57-74-01-00 EFF DATE: 01/31/2016 EXP DATE: 01/31/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime Insurance/Employee Theft	\$2,000,000 Limit \$20,000 Retention	

ADDITIONAL REMARKS:
 Crime Limits:
 \$2,000,000 Employee Theft Coverage
 \$2,000,000 Premises Coverage
 \$2,000,000 In Transit Coverage
 \$2,000,000 Forgery Coverage
 \$2,000,000 Computer Fraud Coverage
 \$2,000,000 Funds Transfer Coverage
 \$2,000,000 Money Order and Counterfeit Currency Fraud
 \$2,000,000 Credit Card Fraud Coverage
 \$2,000,000 Client Coverage
 \$ 250,000 Expense Coverage
 \$ 25,000 Retention

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
 POLICY NUMBER: ZPP-41M10954 EFF DATE: 08/01/2016 EXP DATE: 08/01/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
International General Liab.	See Below	

ADDITIONAL REMARKS:
 International General Liability Limits - Occurrence Basis:

Applies per: Policy
 \$2,000,000 General aggregate
 \$2,000,000 Products & completed operations aggregate
 \$1,000,000 Personal & advertising injury
 \$1,000,000 Each occurrence
 \$1,000,000 Damage to rented premises (each occurrence)
 \$10,000 Medical expense (any one person)



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED Upland Software, Inc. 401 Congress Avenue Suite 1850 Austin, TX 78701	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Illinois Union Insurance Company NAIC#: 27960
 POLICY NUMBER: EON G25652228 005 EFF DATE: 08/01/2016 EXP DATE: 08/01/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Tech E&O Liability incl	\$6,000,000 Limit/	\$50,000 Retention
Network Security and Privacy	\$6,000,000 Limit/	\$50,000 Retention

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: January 26, 2021

TITLE OF AGENDA ITEM: Board Consideration for the Sale of 852 Lincoln Drive

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: The Facilities Department has received several offers for the purchase of 852 Lincoln Drive in Chattahoochee. The parcel has a tax identification number of 2-03-3N-6W-0000-00314-0800 and all improvements are being sold on an "as is" basis. Attached are the following: property report and location map from the Gadsden County Property Appraiser website and the four submitted offers.

FUND SOURCE: _____

AMOUNT: _____

PREPARED BY: Bill Hunter

POSITION: Facilities Director

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: _____



Parcel Summary

Parcel ID 2-03-3N-6W-0000-00314-0800
Location 852 LINCOLN DR, CHATTAHOOCHEE 32324
Address
Brief Tax Description* OR 16, P. 35-OR 19, P. 491- BEGIN AT SEC OF NE1/4 OF SW1/4 RUN N. 313.5 FT., W. 313.5 FT., S.313.5 FT., W. 205 FT., S. 308.1 FT., N. 61° 31' E. 509.65 FT., N. 27° 37' W. 73.3 FT., E. 120.3 FT. TO P.O.B. IN SECTION 3-3N-6W. LESS & EXCEPT 2.36 AC DESCRIBED IN OR 677 P 149 TO CITY OF CHATTAHOOCHEE.
 (Note: *The Description above is not to be used on legal documents.)
Property Use Code PUBLIC SCHOOLS (8300)
Sec/Twp/Rng 3/3N/6W
Tax District CHATTAHOOCHEE (District 01)
Millage Rate
Acres 1.64
Homestead N

[View Map](#)

Owner Information

SCHOOL BOARD OF GADSDEN COUNTY FLA
 ACROSS FROM OLD SOUTH-SIDE CHT
 35 MARTIN LUTHER KING BLVD
 QUINCY, FL 32351

Valuation

	2020	2019	2018	2017
+ Building Value	\$0	\$0	\$0	\$0
+ Extra Features Value	\$0	\$0	\$0	\$0
+ Land Value	\$8,200	\$8,200	\$8,200	\$8,200
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
= Just Market Value	\$8,200	\$8,200	\$8,200	\$8,200
= Total Assessed Value	\$8,200	\$8,200	\$8,200	\$8,200
- Exempt Value	(\$8,200)	(\$8,200)	(\$8,200)	(\$8,200)
= Taxable Value	\$0	\$0	\$0	\$0
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

"Just Market Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth
PUBLIC SCHOOLS (8300)	1.64	008300-AC	Site	0	0

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Sketches, Extra Features, Sales, Photos.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

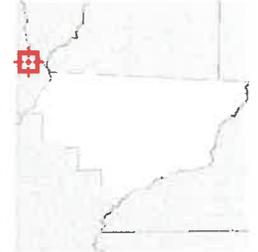
Developed by

Last Data Upload: 1/6/2021, 2:53:42 AM

Version 2.3.100



Overview



Legend

-  Parcels
-  Roads (Local)
-  Roads (Major)
-  Streams and River (Large)

Parcel ID	2-03-3N-6W-0000-00314-0800	Alternate ID	10916	Owner Address	SCHOOL BOARD OF GADSDEN COUNTY FLA ACROSS FROM OLD SOUTH-SIDE CHT 35 MARTIN LUTHER KING BLVD QUINCY, FL 32351
Sec/Twp/Rng	3/3N/6W	Class	PUBLIC SCHOOLS (8300)		
Property Address	852 LINCOLN DR CHATTAHOOCHEE	Acreage	1.64		
District	CHATTAHOOCHEE				
Brief Tax Description	OR 16, P. 35-OR 19, P. 491- BE <i>(Note: Not to be used on legal documents)</i>				

Date created: 1/6/2021
Last Data Uploaded: 1/6/2021 2:53:42 AM

Developed by 

building for sale in Chattahoochee, Fl.

1 message

Yahoo! Mail <alcolley@yahoo.com>

Mon, Sep 14, 2020 at 5:14 PM

Reply-To: Yahoo! Mail <alcolley@yahoo.com>

To: "Hunterw@gcpsmail.com" <Hunterw@gcpsmail.com>

Hi my name is Audrey Colley,

I'm interested in this place I would like to make an offer of \$10,000.00 cash for this place. I have cash on hand to give now. It will please dearly if we can work things out. I would love to put a shelter in place to help the people. their are so many homeless people looking for a place to come to get a hot meal, a bath and just a little TLC. not only that our young children's have nothing to do maybe classes or some kind of program to benefit our young generation. So if you need to contact me so we can speak in person or how ever you choose. you can call me @ 850-567-0922 if by any chance I miss your call please leave me a message. I work during the day at Gadsden County School.

Yours's Truly

Ms. Audrey Colley

Email: alcolley@yahoo.com

Emailed confirmation 9/24/20, 8:28 AM

Old Chattahoochee Southside

3 messages

William Hunter <hunterw@gcpsmail.com>

Thu, Sep 24, 2020 at 8:28 AM

To: alcolley@yahoo.com

Good morning Ms. Colley

I received your September 14th email announcing you were interested in making an offer for the Chattahoochee Southside property. Is it your intent for the email to serve as your offer or should a separate one be expected? Let me know as soon as possible. I plan on closing the sale October 9 at noon.

*Thank you
Bill Hunter
Director of Facilities
Gadsden County Schools
O: (850) 627-9888
C: (850) 508-8924
hunterw@gcpsmail.com*

Yahoo! Mail <alcolley@yahoo.com>

Thu, Sep 24, 2020 at 4:10 PM

Reply-To: Yahoo! Mail <alcolley@yahoo.com>

To: William Hunter <hunterw@gcpsmail.com>

Yes my offer is \$10,000.00.

[Quoted text hidden]

William Hunter <hunterw@gcpsmail.com>

Fri, Sep 25, 2020 at 7:02 AM

To: Yahoo! Mail <alcolley@yahoo.com>

Received, thank you.

*Thank you
Bill Hunter
Director of Facilities
Gadsden County Schools
O: (850) 627-9888
C: (850) 508-8924
hunterw@gcpsmail.com*

[Quoted text hidden]

8/17/20

To: Mr. Roger Milton, Superintendent Gadsden County Schools

Fr: Sophia Grandison, Citizen of Gadsden County / Founder "Support To Live Inc."

Re: 852 Lincoln Drive Chattahoochee, Florida 32324

Dearest Mr. Milton and The School Board Members of Gadsden County,

I am submitting this request with full expectations that you will allow me to push our county and my hometown in another direction. The property that I am submitting this offer for is the building and property located at 852 Lincoln Drive Chattahoochee, Florida 32324 currently owned by The Gadsden County School Board.

To give a little history and my passion to invest in this area is not as easy to explain if you have not lived in or near the area but I will do my best. I am a native of Gadsden County, growing up in Chattahoochee Florida attending the same elementary school that we have now and graduating in 1989 from Chattahoochee Highschool. During my childhood years I was afforded the opportunity to grow in an environment where the community cared, shared and were involved in our upbringing. This property was one of the outlets that we had as kids to have music practice, choir practice, dance and gymnastics as well as a place that African American youth could go after a football or basketball game to celebrate. I still have fond memories of seeing the chaperones and Mrs. Smith taking the time to pour into our lives.

The building was built in 1927. It was a segregated school to many; my ancestors were a part of building the foundation to what would become presently a stagnant building that has deteriorated and lost any connection with the community for over 20 years. Chattahoochee Florida is a small community. My passion of meeting the needs of others less fortunate has enhanced dramatically through my career. This pandemic has pushed me into my purpose becoming a Founder of a 501-c3. I now allow more of God and less of me. I have spent 24 years helping others. Teacher, Case Manager, Social Worker, Life Coach and Property Manager has prepared me for my God given purpose. I have awareness now. I am no longer that child, I am an adult that has a want to do more, be more. I solicit your help!

For reasons listed above and many more, I Sophia Grandison would like to offer \$1000.00 to purchase this property located at 852 Lincoln Drive, Chattahoochee Florida owned by The Gadsden County School Board known as the old Southside. I am sincerely praying that you are willing to allow me to build a stronger community by providing the tools to help all. Which in turn will help heal our county!

Respectfully,

Sophia Grandison

Cc: Gadsden County School Board Members

September 19, 2020

To: Mr. Roger P. Milton, Superintendent Of Gadsden County Schools
Ms. Audrey Lewis, District 1
Mr. Steve Scott, District 2
Mr. Leroy McMillan, District 3
Mr. Charlie Frost, Sr District 4
Mr. Tyrone D. Smith, District 5
Mr. Bill Hunter, Maintenance Department
35 Martin Luther King boulevard
Quincy, Florida 32351

From: Apostle Lerther Jones Yhap
Evangelistic Conference Center Outreach Ministries
Old Southside School
852 Lincoln Drive
Chattahoochee, Florida 32324

Dear Sirs/Madam:

This letter comes to respectfully inform you with information which you all made it happen, as well as made it possible for me, as well as the entire community when you invested and partnered with me with over 20 plus years of Community Services in Gadsden County. I say Gadsden County because a lot of our participation comes from Chattahoochee, Greensboro, Gretna, Mt. Pleasant, Sawdust, Quincy, Midway, etc., Also Tallahassee, Sneads, Grandridge, Marianna, Greenwood, Bristol, Blountstown etc.,

This has not been an easy task for me over these past 20 years, because being outreach, individuals have a tendency to reach out more than giving in. But I persevered because I truly love what I was called to do; and that is being a servant to and for God's people. It has been said to me that I need to write a book one day, as how I have labored and gave continued services to the people. My work is my book; and I just believe that our names are already recorded in The Book of Life; And that is good enough for me!

There is nobody in this life or this life to come that have as much love and respect, and the heart for Old Southside School than I do! I wrote an article on Facebook about all of the childhood memories, teachers, principal, my classmates, etc., I did not realize as I was seeding into the Students as a child that it would grace me with the opportunity to administer the same work as an adult.

Our Principal was Mr. Homer James Smith from Perry Florida. He bought a house here in Chattahoochee, and he and his wife and his nieces he was raising, would go back to Perry on the weekends. Mr. and Mrs. Smith had one son. Mrs. Smith taught school in Quincy. The niece's names were Glenda, Deloria, Rosalyn and Shalulah. And I always admired how Mr. Smith loved and cared for them as an uncle.

I do not know why, but Mr. Smith played an extremely important role in my life. We loved him, but he did not mind disciplining us with his fan belt strap. I do not know why, but it seemed like every time that he went to Chattahoochee Elementary-High School; I was always one of the students to go with him to retrieve the old learning books; and other valued tools for our school as the high school received new ones! I remember he made me captain of the cheerleader squad because he told me my mouth was so loud until I didn't need a megaphone to yell out the cheers!

I did not realize this at the time; but we were basically doing the same work. If a child came to school without decent clothes or shoes; Mr. Smith would either buy them or get on their parents about doing better by their children. I pretty much had forgotten a lot of things I had done for the students; until students from time to time would either call me, write me, or send me a card of thanks; and I must be honest a lot I did for them; I did not remember. My father being a pastor, would bring home lots of change from the offerings each Sunday! My parents kept the change in their bedroom closet in a container on the floor; and I was always allowed to take what I wanted. I would take some of the monies to the students that did not have lunch to eat.

Once I received a call from Rochester New York from a classmate that really had a hard time in school. Her mom was a patient off and on at Florida State Hospital as her mind wasn't good. Her and her two brothers were basically on their own. She called to thank me for all I had done for her in Elementary School. I did not remember! She informed me of how I would bring her food, pencil, paper, toothbrushes, toothpaste, hair products, shoes and clothes, etc., and she just wanted to say thank you. My dad used to say in a kind way that his child would never have anything because I give everything away! She later invited me to come to Rochester for a ten day stay. She flew us to New York City to see the Statue of Liberty, Times Square, etc., She and her husband also took me to Niagara Falls.

At a funeral I attended a few years back, the sister from Atlanta to the deceased brother at the repast began to call her siblings together to tell me thank you for how I looked after them at school, help them, and would talk to the bigger kids not to bother the little kids. I do not remember that either. But when you do good things from the heart; they do not have to be remembered by me.

Before Mr. Smith passed away, I was living in Winston Salem, North Carolina. I reached out to his wife in Perry, Florida so that I could do a Surprise Thank You Celebration Program for him! It was a beautiful turn out, with the Old Southside School Teachers and staff.

If I remember correctly, he passed the next year. I still remember our school alma mater that Mr. Smith wrote for our school: It is the only alma mater I remember out of the three schools I attended.

Our school to us is like a beacon light
 That reaches out and guide us through the night
 When troubles rise and fears we know
 To our schools sheltering ports we go
 All through the years we've loved and honored you
 Always will cherish our colors too
 Dear Old Southside we love you
 Ever to our colors, we will always be true
 Though we may roam and travel afar
 You dear school will be our shining star
 Will be our shining star

I have never denied access to anyone in the community who wanted to use Old Southside. They would ask me if they could bring Church Speakers or wanted revivals when they could not find no other place, they came to me; and I did not charge them for the use of the building! There have been weddings in the building; Memorial Services, birthday gatherings, for loved ones at no expense to the families. I have never used the building for personal gain; only to be a blessing and a help! I also NEVER received a salary during the 20 plus years I have been at Old Southside. I always gave out much more than what came in. I took care of ministry before I did my own house.

The programs I offer and have offered are the following:

Food Pantry and this was before my knowledge of Farm Share or Second Harvest I was **funding** the foods myself!

Clothes Closet with clothing available to Newborns to adults; approximately 60% of the merchandise was/is brand new!

Christian Books Store which included Bibles and books for whatever situation individuals were going through. If I did not have the book on hand what was needed, I would order it from Christian Book Distributors.

Seminars I would have representatives to come in and do the presentations and give out brochures, freebies, etc., continuously on **Diabetes, Cancer, High Blood Pressure; I gave programs for Domestic Violence** honoring ones who died in our community and raising about \$1000.00, and a representative would come and the funds would be presented to them.

Baby Think It Over Program which are real care dolls you allow young teenage girls to take home for the weekends, and those babies are programmed to cry at specific times, and will not stop crying if they are hungry and wet until that particular need is met. You have the key to turn them off once the task is completed; this program is to discourage early teenage pregnancy with the boys and girls; and before I obtained my own dolls, I would have United Way to come do this program for me.

Piano Lessons for \$10.00 for the children; \$15.00 for adults; **Job Program Training** showing how to fill out applications properly for jobs; and how to obtain and keep the job once you were hired; Have **Tutors** on hand if a child need help with their classwork or homework; **Counseled couples** whose marriages were in trouble; or couples that were engaged to be married. Counseled Suicidal victims and made sure they received the proper help. I counseled all individuals that needed it.

Assisted in **paying light bills**, even for the ones whose own church refused to help them; All you have to do is help one and you become popular; writing checks for up to \$500.00 or less so that individuals wouldn't lose their homes or cars; and praying hard that they would have the money in the bank within the given time that I worked out with their mortgage and car companies so I wouldn't have anything to bounce; I wouldn't see them until the next time, but I always did what I could!

Feeding The Homeless And Addicted – As they gathered nightly and daily and lived down on the streets below the school, I would give them monthly Daily Breads, bottled water, hot dogs, bologna sandwiches, vienna's, crackers, or just snacks! I would sit with them; and let them know that I cared and that I was no better than they were. And what happened to them could happen to any of us! About once a month I would cook them a full course meal and carry it to them.

One of the same young men that I ministered to there in the streets had a warrant out on him for his arrest, and he was hiding out! His mother came to me and ask me to talk to him about turning himself in, as he had been hiding out for days. I found him hiding out in the bathroom at the Old Southside School where his mother told me he would be. She told me he wanted to talk to me and wanted my advice as to what to do. He had gotten involved with drugs. I shared with him that prolonging the time would make it worse and the sooner he turned himself in; the sooner he could be free and have the opportunity to start all over again. He turned himself in right away.

Another young man that had attempted suicide a couple of times that lived by the club came to me and told me he needed a car. Someone had gotten him a job in Tallahassee, but he had transportation problems. Fearing he would regress and attempt to harm himself again; I took him to a car dealership in Quincy. He was approved but needed to put down \$1300.00 which he did not have. I talked with the salesman and asked him how much time he could give him to come up with the money; and he worked it out for six weeks.

I prayed and I wrote the check for him, and the young man drove home in his car. His grandmother who refused to help him at first; once she found out what I did for him; she had him to take her to her bank; paid the \$1300, and I got my check back.

I have given away three cars in my lifetime. One woman who lives in Greenwood. She had struggled for years to stay clean from drugs. She really fought hard to stay clean. My encouragement helped her a lot. Before I had Sunday Morning Services; she wanted to come to my ministry so bad, that I would have to ride all the way to Greenwood every Sunday morning to pick her up, then come back to Chattahoochee and then take her home again. I had a nice older van that I gave her; and she was able to bring a few more of her friends that was struggling with the same addiction she had.

Another woman whom I always had to pick up lives in Quincy. She has heart problems, diabetes, high blood pressure, etc., One of her sons was to pick her up after services; but it rarely happened. She shared with me how they were always late picking her up from work; or not wanting to take her to the grocery store, or to take care of business, etc., Even though she was in her middle fifties at the time and scared, I encouraged her until she obtained her driver's license; and when I received my income tax money I bought her a small car.

I am a true believer that when you invest and bless the ones that are truly in need, and feel they have no way out; and bless from your heart; there are issues, situations and circumstances that will come up in our lives, which could be terminal sicknesses, fatal car accidents, kidnappings of our loved ones, shootings, killings, etc., And God will not allow you and your seed to be effected, even though you have been targeted; but because you are covered and protected under Him; because He sees and knows your track records of good works!

Although it discouraged me sometimes to hear individuals brag about their Churches and pastors; but they didn't receive any help from them. But God never gave up on me. Therefore, I could not hold it against them, because the Word tells us to lend and look for nothing in return.

I was a single divorced parent of four children, and on a Secretary salary; but for the majority of the 32 years I worked with Florida State Hospital, I donated \$100.00 every month to United Way. I would always give to Big Bend Hospice, St. Jude's Children, Feed the children and I would do the Teenage Pregnancy Program in Tallahassee, etc., From the time my children started school until they finished; I would always make sure they carried extra pencil, paper and snacks to school for the students that did not have. I also did the same when I was in school.

There is a young lady that owes me over \$200.00 this year alone; She would borrow it in increments of \$25.00; and she would always say she's going to pay me back the next week, which she never did. I let her have it because she has congestive heart failure and she is a severe asthmatic, along with other medical issues.

As I said in the beginning of this letter, I could not have done all of these life changing experiences and much more, if I did not have you, the Gadsden County School Boards support; who made it possible for me to have the building. I have accumulated so much over the years. It would take at least two transfer trucks to load it, and I have no place to keep it.

The first year of integration, I went to Chattahoochee High School, the first in my entire community to go; and my parents had to pay three years for my transportation to and from school, because the bus was not going to come to our community for just one child. I was in the 9th grade when the Civil Rights Movement came to Gadsden County. There were two College Caucasian Students that came from other states, that lived with us for the summer to help people get registered to vote in Gadsden County.

My sisters and my cousin would go out with them daily showing them routes and where to go to assist in signing them up to register to vote. There were times the Caucasian students came home with their shirts torn off and blood on their clothes, and bodies where they were beaten to deter them from assisting in the registration of voting. This is why it was so important to me to walk in that open door at Chattahoochee High School when the opportunity first knocked. My job was to go to various houses and babysit the children while parents went out to help register voters, as I was only 15 years old at the time.

From November 19th to February 12th I was mis-diagnosed three times; after the surgery and the healing process; the Pandemic began. Therefore, the programs came to a minimum; but I am now ready to come back with new and various programs to continue to help our communities grow. I am in hopes that by ECC Ministries being an Outreach Ministry that the School Board will be able to continue to allow me to keep the Ministry! I appreciate any and everything that you can do for me as well as the Gadsden County Communities. I am not bragging or boasting; I just wanted you all to know where my heart is which is for God's people!

Therefore, I am respectfully making the offer in the sum of \$7,012.93 to the Gadsden County School Board to bless me with the ownership of the Old Southside School Building located at 852 Lincoln Drive, Chattahoochee, Florida 32324, to Apostle Lerther Jones Yhap\The Evangelistic Conference Center Ministries so that I may be able to continue to do the work that I have been doing for the past 20 plus years in the Gadsden County Communities.

Thanking You In Advance,

Apostle Lerther Jones Yhap

ljy

To: Gadsden County Schools
From: Angela Wilson Price
Re: Southside School (Bid)
Date: October 9, 2020 (Submission Deadline)

I am respectfully submitting a bid of \$5100.00 for the Old Southside School in Chattahoochee, Florida.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: January 26, 2021

TITLE OF AGENDA ITEM: Rename Parent Services

DIVISION: Parent Services Department

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

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested to rename the Parent Services Department to the Family and Community Engagement Department. Family and Community Engagement is an ongoing and shared responsibility of our students, families schools and community to support development and learning from birth to young adulthood. The name is identified or recognized at the United States Department of Education, the Florida Department of Education and with our counterparts across the country.

Family and Community Engagement clearly defines the department as it relates to the work that staff executes within the department and in the community to meet the needs of all of our stakeholders. The duties, assignments and responsibilities that constitute the work of this department support our families as we engage our community stakeholders to assist our students and families to become successful. Consequently, changing the name “Parent Services” to “Family and Community Engagement” will align the department and the district with the funding source that supports the department to emulate or mirror our counterparts.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Vicki Muse Johnson



POSITION: Parent Resource Coordinator/Parent Services Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered _____

CHAIRMAN’S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: January 26, 2021

TITLE OF AGENDA ITEM: **Pre-Kindergarten Program Specialist Job Description**

DIVISION: **Head Start**

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

PURPOSE AND SUMMARY OF ITEM:

Approval of Pre-Kindergarten Program Specialist Job Description

FUND SOURCE: Head Start

AMOUNT: N/A

PREPARED BY: LaKysha Perkins



POSITION: Head Start/Prekindergarten Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

3 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____



SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

PRE-KINDERGARTEN PROGRAM SPECIALIST

QUALIFICATIONS:

- (1) Master's Degree in education with specialization in related field (preference).
- (2) Valid teaching certificate required at level of responsibility and in subject area.
- (3) Successful experience providing in-service components.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of education research, program design, and curricula. Knowledge of principles and techniques applied to program evaluation and contract monitoring. Knowledge of appropriate District policies and Federal and State Statutes. Knowledge of report and record maintenance principles and practices. Demonstrated ability to work with diverse groups, and effectively communicate, both orally and in writing. Knowledge of current computing technologies and software applications appropriate to the position's job responsibilities.

REPORTS TO:

Pre-Kindergarten Program Coordinator

JOB GOAL

To assist teachers with successful teaching and learning strategies in the classroom setting and assist in providing quality educational programs for students in the Head Start/Pre-K Program.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds 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.

Job Description Supplement No. 03

PERFORMANCE RESPONSIBILITIES:

Planning / Preparation

- *(1) Established short- and long-range goals on District priorities in curriculum instruction.
- *(2) Plan and develop curriculum based on current research and best practice.
- *(3) Select, develop, modify and/or adapt materials and resources which support learning objectives and address student's needs.

PRE-K PROGRAM SPECIALIST (Continued)**Administrative / Management**

- * (4) Manage time effectively.
- * (5) Establish procedures and schedules for the effective delivery of programs and services.
- * (6) Organize materials and resources for reference and/or distribution.

Assessment / Evaluation

- * (7) Assist teachers in interpreting student assessment data as a basis for instructional decisions.
- * (8) Interpret and use data, (including but not limited to test results) for planning and evaluation.
- * (9) Assist teachers in developing and using appropriate assessment strategies to assist in the continuous development of student learning.
- * (10) Complete VPK Assessment (2 times per year, 3 for POP).

Monitoring

- * (11) Complete Classroom Environment Checklist (at the beginning of the year and in Nov/Dec).
- * (12) Enter assessment data into ChildPlus database (3 times per year) and generate reports to assist teachers in individualizing with students.
- * (13) Monitor classrooms and complete an Ongoing Monitoring Checklist weekly (including a lesson plan check and a classroom environment/atmosphere & CLASS check)
- * (14) Conduct Pre/Post CLASS surveys
- * (15) Disseminate CLASS informational letter to Site Administrator(s).
- * (16) Conduct CLASS Information Meeting
- * (17) Create schedule for CLASS observations
- * (18) Coordinate with HS Director/Director's Assistant to disseminate CLASS protocols and reports
- * (19) Update CLASS Data in ChildPlus
- * (20) Meet monthly with Education Team to outline PBC Strategies to address teaching team challenges observed during the CLASS Observation and during weekly classroom monitoring.
- * (21) Provide Annual CLASS Progress Report
- * (22) Maintain Annual Recertification as a CLASS Affiliate Trainer and Observer
- * (23) Complete CLASS Observations and action plans twice a year.
- * (24) Provide feedback and guidance to teachers in regards to meeting CLASS goals outlined in action plans using Practice Based Coaching strategies.
- * (25) Monitor ChildPlus database (weekly) to ensure that all deadlines are being met for assessments, parent conferences, home visits, etc.

Intervention / Direct Services

- * (26) Develop and implement curriculum based on current research and best practices.
- * (27) Coordinate program design to ensure continuity in Pre-K-12, special and/or regular education.
- * (28) Collaborate and provide consultant and resource services for District instructional support teams, Principals, and other District personnel.
- * (29) Plan and facilitate staff meetings with instructional staff and conduct in-service training.
- * (30) Demonstrate successful teaching and learning strategies in the classroom setting, i.e. coaching, modeling, and assisting.
- * (31) Assist teachers by providing materials and supplies necessary to implement the Big Day curriculum and to meet Head Start/VPK Standards.
- * (32) Assists in ensuring that student-teacher ratio guidelines are met by providing assistance in the classroom, i.e., holding classes and relieving missing personnel when there is a shortage of capable individuals.
- * (33) Assist in the registration process with screening
- * (34) Complete Annual Program Report
- * (35) Complete Community Assessment

Collaboration

- * (36) Communicate effectively, orally and in writing, with teachers, administrators and the public.
- * (37) Interpret instructional programs and goals to District/School personnel and the community.
- * (38) Collaborate with teachers and other professional in curriculum development special activities, and related initiatives.

PRE-K PROGRAM SPECIALIST (Continued)**Staff Development**

- *(39) Design and implement staff development programs for teachers, administrators, and parents needed by the target population.
- *(40) Participate in staff development programs to increase knowledge, skills and abilities related to assigned responsibilities.
- *(41) Attend monthly staff meetings
- *(42) Review current literature and technical sources of information related to responsibilities.
- *(43) Provide CLASS Observation Training to Existing and Future Education Team Staff
- *(44) Plan Head Start/Pre-K Summer Academy

Professional Responsibilities

- *(45) Follow adopted policies and procedures in accordance with School Board priorities.
- *(46) Conduct oneself in the best interest of students in accordance with the highest traditions of public education
- *(47) Model professional and ethical conduct and adhere at all times to the Code of Ethics Principles of Professional Conduct.
- *(48) Prepare required reports and maintain all appropriate records.
- (49) Perform other duties as assigned.

Student Growth / Achievement

- *(50) Ensure that student growth / achievement is continuous and appropriate for age group subject area, and/or student program classification.

* Essential Performance Responsibilities

SCHOOL DISTRICT OF GADSDEN COUNTY

PRE-K PROGRAM SPECIALIST

PERFORMANCE APPRAISAL

Name _____ Position _____

School / Dept. _____ School Year _____

I. PLANNING / PREPARATION

Category Definitions

1. Established short- and long-range goals on District priorities in curriculum instruction.
2. Plan and develop curriculum based on current research and best practice.
3. Select, develop, modify and/or adapt materials and resources which support learning objectives and address student's needs.

Source Code (circle choices)

A. Behavioral Event Interview	B. Direct Documentation	C. Indirect Documentation	D. Training Programs Competency Acquisition	E. Evaluatee Provided	F. Confirmed Observation
-------------------------------	-------------------------	---------------------------	---	-----------------------	--------------------------

Rating Code (circle one)

Unsatisfactory	Needs Improvement	Effective	Very Effective	Outstanding
----------------	-------------------	-----------	----------------	-------------

PRE-K PROGRAM SPECIALIST (Continued)

2. ADMINISTRATIVE / MANAGEMENT

Category Definitions					
4. Manage time effectively. 5. Establish procedures and schedules for the effective delivery of programs and services. 6. Organize materials and resources for reference and/or distribution.					
Source Code <small>(circle choices)</small>					
A. Behavioral Event Interview	B. Direct Documentation	C. Indirect Documentation	D. Training Programs Competency Acquisition	E. Evaluatee Provided	F. Confirmed Observation
Rating Code <small>(circle one)</small>					
Unsatisfactory	Needs Improvement	Effective	Very Effective	Outstanding	

3. ASSESSMENT / EVALUATION

Category Definitions					
7. Assist teachers in interpreting student assessment data as a basis for instructional decisions. 8. Interpret and use data, (including but not limited to test results) for planning and evaluation. 9. Assist teachers in developing and using appropriate assessment strategies to assist in the continuous development of student learning. 10. Complete VPK Assessment (2 times per year, 3 for POP).					
Source Code <small>(circle choices)</small>					
A. Behavioral Event Interview	B. Direct Documentation	C. Indirect Documentation	D. Training Programs Competency Acquisition	E. Evaluatee Provided	F. Confirmed Observation
Rating Code <small>(circle one)</small>					
Unsatisfactory	Needs Improvement	Effective	Very Effective	Outstanding	

PRE-K PROGRAM SPECIALIST (Continued)

4. MONITORING

Category Definitions

11. Complete Classroom Environment Checklist (at the beginning of the year and in Nov/Dec).
12. Enter assessment data into ChildPlus database (3 times per year) and generate reports to assist teachers in individualizing with students.
13. Monitor classrooms and complete an Ongoing Monitoring Checklist weekly (including a lesson plan check and a classroom environment/atmosphere & CLASS check)
14. Conduct Pre/Post CLASS surveys
15. Disseminate CLASS informational letter to Site Administrator(s).
16. Conduct CLASS Information Meeting
17. Create schedule for CLASS observations
18. Coordinate with HS Director/Director's Assistant to disseminate CLASS protocols and reports
19. Update CLASS Data in ChildPlus
20. Meet monthly with Education Team to outline PBC Strategies to address teaching team challenges observed during the CLASS Observation and during weekly classroom monitoring.
21. Provide Annual CLASS Progress Report
22. Maintain Annual Recertification as a CLASS Affiliate Trainer and Observer
23. Complete CLASS Observations and action plans twice a year.
24. Provide feedback and guidance to teachers in regards to meeting CLASS goals outlined in action plans using Practice Based Coaching strategies.
25. Monitor ChildPlus database (weekly) to ensure that all deadlines are being met for assessments, parent conferences, home visits, etc.

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| G. Behavioral Event Interview | H. Direct Documentation | I. Indirect Documentation | J. Training Programs Competency Acquisition | K. Evaluatee Provided | L. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

PRE-K PROGRAM SPECIALIST (Continued)

5. INTERVENTION / DIRECT SERVICES

Category Definitions

- 26. Develop and implement curriculum based on current research and best practices.
- 27. Coordinate program design to ensure continuity in Pre-K-12, special and/or regular education.
- 28. Collaborate and provide consultant and resource services for District instructional support teams, Principals, and other District personnel.
- 29. Plan and facilitate staff meetings with instructional staff and conduct in-service training.
- 30. Demonstrate successful teaching and learning strategies in the classroom setting, i.e. coaching, modeling, and assisting.
- 31. Assist teachers by providing materials and supplies necessary to implement the Big Day curriculum and to meet Head Start/VPK Standards.
- 32. Assists in ensuring that student-teacher ratio guidelines are met by providing assistance in the classroom, i.e., holding classes and relieving missing personnel when there is a shortage of capable individuals.
- 33. Assist in the registration process with screening
- 34. Complete Annual Program Report
- 35. Complete Community Assessment

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

6. COLLABORATION

Category Definitions

- 36. Communicate effectively, orally and in writing, with teachers, administrators and the public.
- 37. Interpret instructional programs and goals to District/School personnel and the community.
- 38. Collaborate with teachers and other professional in curriculum development special activities, and related initiatives.

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

PRE-K PROGRAM SPECIALIST (Continued)

7. STAFF DEVELOPMENT

Category Definitions

- 39. Design and implement staff development programs for teachers, administrators, and parents needed by the target population.
- 40. Participate in staff development programs to increase knowledge, skills and abilities related to assigned responsibilities.
- 41. Attend monthly staff meetings
- 42. Review current literature and technical sources of information related to responsibilities.
- 43. Provide CLASS Observation Training to Existing and Future Education Team Staff
- 44. Plan Head Start/Pre-K Summer Academy

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

8. PROFESSIONAL RESPONSIBILITIES

Category Definitions

- 45. Follow adopted policies and procedures in accordance with School Board priorities.
- 46. Conduct oneself in the best interest of students in accordance with the highest traditions of public education
- 47. Model professional and ethical conduct and adhere at all times to the Code of Ethics Principles of Professional Conduct.
- 48. Prepare required reports and maintain all appropriate records.
- 49. Perform other duties as assigned.

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

PRE-K PROGRAM SPECIALIST (Continued)

9. STUDENT GROWTH / ACHIEVEMENT

Control Dimension

50. Ensure that student growth / achievement is continuous and appropriate for age group subject area, and/or student program classification.

Ensure that student growth / achievement is continuous and appropriate school wide. Indicators may include: Teacher made tests, criterion and norm-referenced standardized tests, portfolio assessment, professional team interaction and analysis reports, documented parent interaction, student discipline records, and others as deemed appropriate by the district and / or required by adopted curriculum standards.

Provide leadership in the implementation of the VPK Assessment, Early Childhood Inventory (ECI), Earl STAR Literacy Assessment, and other tests designed and adopted to measure student achievement.

(Special Note)

An effective or higher rating is required in this job context category in order to be eligible for an overall effective or higher rating.

Source Code (circle choices)

- | | | | | | |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|--------------------------------------|--------------------------------|----------------------------------|--|------------------------------|---------------------------------|

Rating Code (circle one)

- | | | | | |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|-----------------------|--------------------------|------------------|-----------------------|--------------------|

PRE-K PROGRAM SPECIALIST (Continued)

10. ASSESSMENT AND OTHER SERVICES

Control Dimension

The use of the adopted performance appraisal system for instructional and other employees.
 The accurate and timely filing of all school reports.
 The completion of required professional development services.
 The analyzing and reporting of the results of the School Improvement Teams' efforts on student performance.

Assist in establishing and maintaining a positive collaborative relationship with the students' families to increase student achievement.

(Special Note)

An effective or higher rating is required in this job context category in order to be eligible for an overall Effective or higher rating.

Source Code (circle choices)

- | | | | | | |
|-------------------------------|-------------------------|---------------------------|---|-----------------------|--------------------------|
| A. Behavioral Event Interview | B. Direct Documentation | C. Indirect Documentation | D. Training Programs Competency Acquisition | E. Evaluatee Provided | F. Confirmed Observation |
|-------------------------------|-------------------------|---------------------------|---|-----------------------|--------------------------|

Rating Code (circle one)

- | | | | | |
|----------------|-------------------|-----------|----------------|-------------|
| Unsatisfactory | Needs Improvement | Effective | Very Effective | Outstanding |
|----------------|-------------------|-----------|----------------|-------------|

OVERALL RATING: (enter total scores)

Input from parents and teachers was collected and analyzed in preparation of this report.

Unsatisfactory _____ Needs Improvement _____ Effective _____ Very Effective _____ Outstanding _____

Comments of the Evaluatee:

This evaluation has been discussed with me: Yes _____ No _____

 Signature of Evaluatee Date

Comments of the Evaluator:

 Signature of Evaluator Date

SCHOOL DISTRICT OF GADSDEN COUNTY
SERVICE DEFINITIONS AND DATA COLLECTION FORM
PRE-KINDERGARTEN PROGRAM SPECIALIST

1. PLANNING / PREPARATION

- _____ 1. Established short- and long-range goals on District priorities in curriculum instruction.
- _____ 2. Plan and develop curriculum based on current research and best practice.
- _____ 3. Select, develop, modify and/or adapt materials and resources which support learning objectives and address student's needs.

2. ADMINISTRATIVE / MANAGEMENT

- _____ 4. Manage time effectively.
- _____ 5. Establish procedures and schedules for the effective delivery of programs and services.
- _____ 6. Organize materials and resources for reference and/or distribution.

3. ASSESSMENT / EVALUATION

- _____ 7. Assist teachers in interpreting student assessment data as a basis for instructional decisions.
- _____ 8. Interpret and use data, (including but not limited to test results) for planning and evaluation.
- _____ 9. Assist teachers in developing and using appropriate assessment strategies to assist in the continuous development of learning.
- _____ 10. Complete VPK Assessment (2 times per year, 3 for POP).

4. MONITORING

- _____ 11. Complete Classroom Environment Checklist (at the beginning of the year and in Nov/Dec).
- _____ 12. Enter assessment data into ChildPlus database (3 times per year) and generate reports to assist teachers in individualizing with students.
- _____ 13. Monitor classrooms and complete an Ongoing Monitoring Checklist weekly (including a lesson plan check and a classroom environment/atmosphere & CLASS check)
- _____ 14. Conduct Pre/Post CLASS surveys
- _____ 15. Disseminate CLASS informational letter to Site Administrator(s).
- _____ 16. Conduct CLASS Information Meeting
- _____ 17. Create schedule for CLASS observations
- _____ 18. Coordinate with HS Director/Director's Assistant to disseminate CLASS protocols and reports
- _____ 19. Update CLASS Data in ChildPlus
- _____ 20. Meet monthly with Education Team to outline PBC Strategies to address teaching team challenges observed during the CLASS Observation and during weekly classroom monitoring.
- _____ 21. Provide Annual CLASS Progress Report
- _____ 22. Maintain Annual Recertification as a CLASS Affiliate Trainer and Observer
- _____ 23. Complete CLASS Observations and action plans twice a year.
- _____ 24. Provide feedback and guidance to teachers in regards to meeting CLASS goals outlined in action plans using Practice Based Coaching strategies.
- _____ 25. Monitor ChildPlus database (weekly) to ensure that all deadlines are being met for assessments, parent conferences, home visits, etc.

5. INTERVENTION / DIRECT SERVICES

- _____ 26. Develop and implement curriculum based on current research and best practices.
- _____ 27. Coordinate program design to ensure continuity in Pre-K-12, special and/or regular education.
- _____ 28. Collaborate and provide consultant and resource services for District instructional support teams, Principals, and other District personnel.

PRE-KINDERGARTEN PROGRAM SPECIALIST

- _____ 29. Plan and facilitate staff meetings with instructional staff and conduct in-service training.
- _____ 30. Demonstrate successful teaching and learning strategies in the classroom setting, i.e. coaching, modeling, and assisting.
- _____ 31. Assist teachers by providing materials and supplies necessary to implement the Big Day curriculum and to meet Head Start/VPK Standards.
- _____ 32. Assists in ensuring that student-teacher ratio guidelines are met by providing assistance in the classroom, i.e., holding classes and relieving missing personnel when there is a shortage of capable individuals.
- _____ 33. Assist in the registration process with screening
- _____ 34. Complete Annual Program Report
- _____ 35. Complete Community Assessment

6. COLLABORATION

- _____ 36. Communicate effectively, orally and in writing, with teachers, administrators and the public.
- _____ 37. Interpret instructional programs and goals to District/School personnel and the community.
- _____ 38. Collaborate with teachers and other professional in curriculum development special activities, and related initiatives.

7. STAFF DEVELOPMENT

- _____ 39. Design and implement staff development programs for teachers, administrators, and parents needed by the target population.
- _____ 40. Participate in staff development programs to increase knowledge, skills and abilities related to assigned responsibilities.
- _____ 41. Attend monthly staff meetings
- _____ 42. Review current literature and technical sources of information related to responsibilities.
- _____ 43. Provide CLASS Observation Training to Existing and Future Education Team Staff
- _____ 44. Plan Head Start/Pre-K Summer Academy

8. PROFESSIONAL RESPONSIBILITIES

- _____ 45. Follow adopted policies and procedures in accordance with School Board priorities.
- _____ 46. Conduct oneself in the best interest of students in accordance with the highest traditions of public education
- _____ 47. Model professional and ethical conduct and adhere at all times to the Code of Ethics Principles of Professional Conduct.
- _____ 48. Prepare required reports and maintain all appropriate records.
- _____ 49. Perform other duties as assigned.

9. STUDENT GROWTH / ACHIEVEMENT**INDICATORS**

- _____ 50. Ensure that student growth / achievement is continuous and appropriate for age group subject area, and/or student program classification.

10. ASSESSMENT AND OTHER SERVICES

- _____ 51. The use of the adopted performance appraisal systems for instructional and other employees.
- _____ 51. The accurate and timely filing of all school reports
- _____ 53. The completion of required professional development services.
- _____ 54. The analyzing and reporting of the results of the School Improvement Teams' efforts on student performance.
- _____ 55. Assist in establishing and maintaining a positive collaborative relationship with the students' families to increase student achievement.

DATA COLLECTION CODES

O -- Observed
C -- Collected Data

I -- Clearly Indicated
NE -- Not Evident

INTERACTION DATES

Formal Observations

_____ (Date)
_____ (Date)
_____ (Date)

Informal Observations

_____ (Date)
_____ (Date)
_____ (Date)

_____ (Signature of Evaluator / Date)