Teacher Inservice Center, Fleming Island High School, 2233 Village Square Parkway

November 5, 2020 - Regular School Board Meeting

Date: Nov 05 2020 (6:00 p.m.)

Student Showcase

Invocation (Pastor Bill Register, First Assembly Clay County)

Pledge of Allegiance

Call to Order

Recognitions and Awards

1. Recognize 2020 Founders' Week Art Contest Winners

2. Recognize Administrators Earning Florida School Principal Certification

Presenters

3. Community First CARES Foundation Check Presentation

4. Clay Education Foundation Update

5. Cost Savings Report from Cenergistic, Inc.

School Showcase

Presentations from the Audience (Public Comment)

Consent Agenda

Superintendent

6. C1 - Minutes of Workshop on September 22, 2020; Student Discipline Hearings and Regular Meeting on October 1, 2020

- 2020 Sep 22 Workshop.pdf
- 2020 Oct 1 Student Discipline.pdf (Confidential)
- 2020 Oct 1 Regular Meeting.pdf

Human Resources

7. C2 - Personnel Consent Agenda

- Personnel Consent Agenda 11 5 2020.pdf

DRAFT

8. C3 - Proclamation 21-06 to Establish November 16 - 20, 2020 as National Education Week and November 18, 2020 as Educational Support Professionals' Day

Proclamation - National Education Week.pdf

Instruction-Academic Services

9. C4 - K-12 Academic Services Out of State and Overnight Student Travel

Nov 2020 - Student Travel.pdf

10. C5 - Addendum A to 2017-2021 UNF Dual Enrollment Articulation Agreement

Instruction-Exceptional Student Education

11. C6 - Advertise the 2019-2020 through 2021-2022 Special Policies and Procedures (SP&P) Manual and set the Public Hearing for December 10, 2020.

2019-2020 SP&P_ Clay.pdf

SIGNATURE PAGE-2019-2022 (fillable) (1).pdf

19-20 Revisions to SP&P Manual.pdf

Approval to Adv Revisions to 19 20 SP&P & Public Hearing.pdf

12. C7 - Maxim Health Care Services, Inc. Contract 2020-21

Maxim.pdf

Instruction-Climate and Culture

13. C8 - Childrens Home Society and CCDS Data Share Agreement

SHARING AND PRIVACY AGREEMENT BETWEEN SBCC AND CHILDREN'S HOME SOCIETY REVISED Oct 16.docx AGAIN (2).pdf

Business Affairs

14. C9 - Proposed Allocation Changes for 2020-2021

Allocation Summary - November 5, 2020 Update.1.pdf

Business Affairs-Accounting

15. C10 - Monthly Financial Reports for September, 2020

September 2020 Board Monthly Financial Report.pdf

June 2020 Board Monthly Property Report.pdf

July 2020 Board Monthly Property Report.pdf

August 2020 Board Monthly Property Report.pdf

September 2020 Board Monthly Property Report.pdf

Business Affairs-Internal Accounts

16. C11 - NSF Write-off Permission

MCE NSF board write offs..pdf

Business Affairs-Property

DRAFT

17. C12 - Deletion of Certain Items Report - October, 2020

Deletion Report-October, 2020.pdf

Operations-Facilities

18. C13 - Change Order #1 for Clay High School Security Lighting Repair/Replacement

Change Order #1 for Clay High School Security Lighting Repair Replacement.pdf

19. C14 - Change Order #1 for Orange Park High School HVAC Repair/Replacement (Building 4-Gymnasium)

Change Order #1 for Orange Park High School HVAC Repair Replacement BLDG 4.pdf

20. C15 - Change Order #1 for District Office Renovation/Remodel Building 1 West End

DO Renovation.Remodeleling Bldg. 1 CO 1.pdf

21. C16 - Pre-Qualification of Contractors

Table for Board Backup Contractor Prequal, 11.5.20.pdf

22. C17 - Project Priority List (P.P.L.) to Identify Eligible Projects for C.O. & D.S. Expenditures

PPL 11.5.20.pdf

23. C18 - School Concurrency Proportionate Share Mitigation (PSM) Development Agreement for Feed Mill Road Holdings LLC. (Avonlea Hills Project in the Lake Asbury Area)

Mitigation Agreement 11.5.20.pdf

Adoption of Consent Agenda

CCEA Update

CESPA Update

Superintendent's Update and Presentations

Discussion Agenda

Human Resources

24. D1 - Human Resources Special Action

Special Action A 11 5 2020.pdf (Confidential)

Instruction-Exceptional Student Education

25. D2 - Public Hearing to Approve as Advertised the 2020-2021 through 2022-2023 Special Policies and Procedures (SP&P) Manual.

20-21 Revisions to SP&P Manual.pdf

SIGNATURE PAGE-2020-2023 (fillable).pdf

2020-2021 SP&P_ Clay.pdf

Legal Adv Public Hearing SP&P Manual.pdf

School Board Attorney Remarks

School Board Member Remarks

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Adjournment

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

Recognize 2020 Founders' Week Art Contest Winners

Description

Clay County Schools celebrated Founders' Week during the last week of September. This patriotic week commemorates the contributions of historical figures and documents that have influenced the foundation of our government. Our elementary students celebrated with participation in an art contest that asked them to illustrate an American symbol important to them. The Board will recognize the contest winners.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact

Kelly Watt, Social Studies Specialist

Financial Impact

None

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

Recognize Administrators Earning Florida School Principal Certification

Description

The North East Florida Educational Consortium is a state-approved pathway for leaders to earn their Florida School Principal Certification. The Academy is 15 months in duration and includes three field experiences and a capstone action research project.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only.

Contact

David S. Broskie, Superintendent of Schools, david.broskie@myoneclay.net

Financial Impact

None

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title
Community First CARES Foundation Check Presentation

Description
Missy Peters will represent Community First CARES Foundation and present a check to CCDS.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation
Presentation only.

Contact
Makayla Buchanan, makayla.buchanan@myoneclay,net, Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

Clay Education Foundation Update

Description

Makayla Buchanan will provide a brief update of the work of the Clay Education Foundation.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Presentation only.

Contact

Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title
Cost Savings Report from Cenergistic, Inc.

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation
Presentation only.

Contact
Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C1 - Minutes of Workshop on September 22, 2020; Student Discipline Hearings and Regular Meeting on October 1, 2020

Description

Florida Statute 1001.42(1) requires the superintendent, as secretary, to keep such minutes and records as are necessary to set forth clearly all actions and proceedings of the school board. The minutes of each meeting shall be reviewed, corrected if necessary, and approved at the next regular meeting; provided that this action may be taken at an intervening special meeting if the board desires.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve minutes as submitted.

Contact

David S. Broskie, Superintendent of Schools, david.broskie@myoneclay.net; Bonnie O'Nora, Board Assistant

Financial Impact

None

Review Comments

Attachments

- 2020 Sep 22 Workshop.pdf
- 2020 Oct 1 Student Discipline.pdf (Confidential)
- 2020 Oct 1 Regular Meeting.pdf

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School Board of Clay County

District Multi-Purpose Center, Green Cove Springs (Corner of Walnut Street and Gratio Place)

September 22, 2020 - School Board Workshop

Date: Sep 22 2020 (9:00 a.m.)

Invocation (Carol Studdard)

Call to Order (Present: Janice Kerekes (via telephonic conferencing), District 1; Carol Studdard, District 2; Tina Bullock, District 3; Mary Bolla (via telephonic conferencing), District 4; Ashley Gilhousen, District 5; and Superintendent David Broskie)

Workshop Items

1. Review Draft Agenda for Regular School Board Meeting on October 1, 2020

October-1-2020-regular-school-board-meeting_agenda_packet.pdf

Minutes:

Consent Agenda

- C1 Minutes of Workshop on August 26, 2020, Special Meeting on August 26, 2020, and Regular Meeting on September 3, 2020 - no discussion;
- C2 Personnel Consent Agenda - no discussion;
- C3 K-12 Academic Services Out of State and Overnight Student Travel - no discussion;
- C4 Safe Crisis Management Training for Exceptional Student Education Employees 2020-2021 - no discussion;
- C5 First Coast Mobile Audiology Contract 20-21 - no discussion;
- C6 Dispute Resolution Guide: McKinney-Vento Eligibility School Selection/Enrollment - no discussion;
- C7 Proposed Allocation Changes for 2020-2021 - allocations will be reviewed regularly to assess the need for movement of employees based on student enrollment option changes;
- C8 Deletion of Certain Items Report - September 2020 - routine surplus of items;
- C9 BID to be awarded - no discussion;
- C10 Substantial and Final Completion of Wilkinson Elementary School Fire Alarm Replacement - no discussion;
- C11 County-Wide Professional Mechanical/Electrical Engineering Services Contract Award - no discussion;
- C12 Tynes Elementary School New Classroom Addition Contract Award - no discussion;
- C13 Final Completion of Doctors Inlet Elementary School Cafeteria Expansion - no discussion
- C14 Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for Ridgeview Elementary School Parking Lot Lighting Replacement - no discussion
- C15 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf Junior High School Security Lighting - no discussion;
- C16 - Pre-Qualification of Contractors - no discussion;

Discussion Agenda

- D1 Public Hearing to Approve as Advertised The 2020-2021 Clay County District Schools Smart Restart School Reopening Plan - brief discussion of COVID 19 reporting and the anticipated state dashboard which will delineate cases by school;
- D2 Public Hearing to approve as Advertised Amendment to School Board Policy 6.80, Transportation of School Children (Mrs. Bullock) - no discussion;
- D3 Human Resources Special Action - no discussion;

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- D4 Public Hearing to Approve as Advertised the 2019-2020 through 2021-2022 Special Policies and Procedures (SP&P) Manual - no discussion.

Bruce Bickner, School Board Attorney, noted that effective October 1, 2020, teleconferenced meetings will no longer be an available meeting option and a quorum will be required to conduct business.

Superintendent Broskie discussed the positive start of school and the importance of continued, clear communication.

Mrs. Bullock would like the need for an additional assistant principal at Keystone Heights Elementary to be evaluated and shared a positive bus observation and appreciation for Food & Nutrition Services.

Questions from the Audience

Superintendent Comments

School Board Comments

Adjournment (9:35 a.m.)

Superintendent of Schools

School Board Chair

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School Board of Clay County

Teacher Inservice Center - Fleming Island High School, 2233 Village Square Parkway, Fleming Island, FL

October 1, 2020 - Regular School Board Meeting

Date: Oct 01 2020 (6:00 p.m.)

Student Showcase (None)

Invocation (Rev. Michael Pendergraft, Sacred Heart Catholic Church)

Pledge of Allegiance

Call to Order (Present: Janice Kerekes, District 1; Carol Studdard, District 2, Tina Bullock, District 3; Mary Bolla, District 4; Ashley Gilhousen, District 5; Superintendent David Broskie)

Recognitions and Awards

Presenters

School Showcase (None)

Presentations from the Audience (Public Comment)

1. Public Comment

Minutes:

No public speakers came forward.

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Consent Agenda

Superintendent

2. C1 - Minutes of Workshop on August 26, 2020, Special Meeting on August 26, 2020, and Regular Meeting on September 3, 2020

2020 Aug 26 Special Meeting.pdf

2020 Sep 3 Regular Meeting.pdf

2020 Aug 26 Workshop.pdf

Instruction-Academic Services

3. C3 - K-12 Academic Services Out of State and Overnight Student Travel

Oct 2020 - Student Field Trips.pdf

Instruction-Exceptional Student Education

4. C4 - Safe Crisis Management Training for Exceptional Student Education Employees 2020-2021

Data Year by Year for October 2020 Board.pdf

5. C5 - First Coast Mobile Audiology Contract 20-21

First Coast Mobile Audiology.pdf

Executed First Coast Mobile Audiology.pdf

6. C6 - Approval to Advertise the 2020-2021 through 2022-2023 Special Policies and Procedures (SP&P) Manual and set the Public Hearing for November 5, 2020.

20-21 Revisions to SP&P Manual.pdf

SIGNATURE PAGE-2020-2023 (fillable).pdf

2020-2021 SP&P Clay.pdf

Approval to Advertise and PH for 20 21 - 22 23 SP&P Manual.pdf

7. C7 - Affiliation Agreement with FSCJ

FSCJ.pdf

Executed 210029 Florida State College.pdf

Instruction-Climate and Culture

8. C8 - Dispute Resolution Guide: McKinney-Vento Eligibility School Selection/Enrollment

Clay County School District Dispute Resolution 2020.docx.pdf

Business Affairs

9. C9 - Proposed Allocation Changes for 2020-2021

Allocation Summary - October 1, 2020.pdf

Business Affairs-Property

10. C10 - Deletion of Certain Items Report - September, 2020

Deletion Report-September, 2020.pdf

Business Affairs-Purchasing

11. C11 - BID to be Awarded

Operations

12. C12 - Interlocal Agreement to Sell Low-Priced Fuel to the Clay County Board of County Commissioners for Use of Fire and Rescue Vehicles in the Keystone Heights Area

Interlocal Agreement CCSB 2020-2021 (1).pdf

Operations-Facilities

13. C13 - Substantial and Final Completion of Wilkinson Elementary School Fire Alarm Replacement

WES Fire Alarm Substantially Complete.pdf

WES Fire Alarm Substantial Inspection.pdf

Wilkinson F A Final Complete (1).pdf

14. C14 - County-Wide Professional Mechanical/Electrical Engineering Services Contract Award

15. C15 - Tynes Elementary School New Classroom Addition Contract Award

TES Classroom Addition Bid Tab.pdf

16. C16 - Final Completion of Doctors Inlet Elementary School Cafeteria Expansion

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DIS Final Completion.pdf

17. C17 - Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for Ridgeview Elementary School Parking Lot Lighting Replacement

18. C18 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf Junior High School Security Lighting Repair/Replacement

Adoption of Consent Agenda

19. Adoption of Consent Agenda

Motion

Motion to Approve

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Tina Bullock

Janice Kerekes	- Aye
Carol Studdard	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye

CCEA Update (Victoria Kidwell)

CESPA Update (Lonnie Roberts)

Superintendent's Update and Presentations

20. Superintendent's Update and Presentations

SB Superintendent's Update 10-1-2020.pdf

Minutes:

Superintendent Broskie's update included Phase III of the Governor's Reopening Plan, updates on COVID-19 state and district school reports, a meal service update, recognition of National Principals Month, and Red Ribbon Week.

Discussion Agenda

Superintendent

21. D1 - Public Hearing to Approve as Advertised The 2020-2021 Clay County District Schools Smart Restart School Reopening Plan

2020-2021 CCDS School Reopening Plan.pdf

Legal Adv Public Hearing Reopening Plan.pdf

Minutes:

Chair Studdard opened the public hearing. With no one coming forward to speak to the item, the public hearing was closed.

Mrs. Kerekes requested her objection to this item be noted.

Motion

Motion to Approve The 2020-2021 Clay County District Schools Smart Restart School Reopening Plan

Vote Results (*Approved*)

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Motion: Mary Bolla
Second: Tina Bullock

Janice Kerekes	- Nay
Carol Studdard	- Aye
Ashley Gilhousen	- Nay
Mary Bolla	- Aye
Tina Bullock	- Aye

School Board Member

22. D2 - Public Hearing to Approve as Advertised Amendment to School Board Policy 6.80, Transportation of School Children (Mrs. Bullock)

Proposed School Board Policy 6.docx Amended (2).docx REVISED FINAL.pdf

Legal Adv Public Hearing SB Policy 6.80.pdf

Minutes:

Chair Studdard opened the public hearing. With no one coming forward to speak to the item, the public hearing was closed.

Mrs. Bullock noted that the purpose of this is policy is for community partnership schools to be able to transport students to medical appointments.

Bruce Bickner, School Board Attorney, advised that paragraph 9 of the proposed policy would be deleted from the policy, and the content of that paragraph would be addressed through a Memorandum of Understanding.

Motion

Motion to Approve As Amended Proposed Amendment to School Board Policy 6.80, Transportation of School Children

Vote Results (*Approved*)

Motion: Tina Bullock
Second: Janice Kerekes

Janice Kerekes	- Aye
Carol Studdard	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye

Human Resources

~~23. D3 - Human Resources Special Action~~

24. C2 - Personnel Consent Agenda (pulled to Discussion by staff)

Personnel Consent Agenda 10.01.2020.pdf

UPDATED Personnel Consent Agenda 10.01.2020.pdf

Minutes:

Mrs. Kerekes requested additional information relating to the number of out of field teachers. Brenda Troutman, Interim Assistant Superintendent of Human Resources, explained that the number of out of field teachers pertains to the required endorsements which typically take 3 - 5 years to complete. This year, the endorsement requirements are more critical because the Florida Reading Plan has imposed a deadline of December 31, 2020 for teachers out of field in reading to complete the required competencies. CCDS has given personnel a deadline of the end of the 2020 - 2021 school year in order for teachers not to be eliminated mid-year. Teachers may take the reading test to satisfy this requirement and the district will reimburse

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teachers for the expense of the test, once the teacher has passed, as well as provide reimbursement to have the endorsement added to their Florida Teaching Certificate.

Motion

Motion to Approve As Amended

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Ashley Gilhousen

Janice Kerekes	- Aye
Carol Studdard	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye

Operations-Facilities

25. C19 - Pre-Qualification of Contractors (pulled to Discussion by staff)

Table for Board Backup Contractor Prequal, 10.1.20.pdf

Updated Table for Board Backup Contractor Prequal, 10.1.20.pdf

Motion

Motion to Approve As Amended

Vote Results (*Approved*)

Motion: Ashley Gilhousen

Second: Janice Kerekes

Janice Kerekes	- Aye
Carol Studdard	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye

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School Board Attorney Remarks

School Board Member Remarks

26. School Board Member Comments

Minutes:

School Board Attorney Bruce Bickner advised that notice of the half-cent sales tax referendum was published in Clay Today on October 1st and will be published again on October 15th. Mr. Bickner also noted the upcoming retirement and service of Joy Frank, Attorney for Florida Association of District School Superintendents.

Board member comments included recognition of National Principals Month and the contributions of district school principals; the good work and opportunities afforded through Adult and Community Education; recognition of Melanie Sanders, Director of Exceptional Student Education, by city leaders in Keystone Heights; recognition of Janice Tucker, Assistant Principal of Orange Park Junior High by Delta Kappa Gamma as Woman Educator of the Year; recognition of Mrs. Bullock for being noted by Florida School Boards Association in a recent publication; and the desire to address legislative priorities at the November board meeting.

Adjournment

Superintendent of Schools

School Board Chairman

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C2 - Personnel Consent Agenda

Description

Florida Statutes, State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters. Actions regarding personnel have been recommended by Supervisors, approved by the Superintendent and are being forwarded to the Board for action or, if appropriate, for information. Personnel Actions, Transfer Requests, Pre-employments, Leave Forms or Directives from the Superintendent are available for review in the Human Resources Division.

Gap Analysis

These personnel actions are necessary for the effective operation of the school district.

Previous Outcomes

The Clay County School Board has approved each month a Personnel Consent Agenda which contains appointments, re-appointments, transfers, redesignations, retirements, resignations, and conclude employments.

Expected Outcomes

Approval of the Personnel Consent Agenda.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Initiative 5.1.1 - Recruit and retain highly skilled, qualified, and diverse educators, leaders, and support staff.

Recommendation

To approve the Personnel Consent Agenda.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources. (904) 336-6701 brenda.troutman@myoneclay.net

Financial Impact

Personnel changes involving already-allocated positions will result in salary impact per the current Board-approved Salary Schedule. This also includes supplemental positions. See current backup for allocation changes for impact of new positions.

Review Comments

Attachments

Personnel Consent Agenda 11 5 2020.pdf

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DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA

November 5, 2020

TABLE OF CONTENTS

I.	**Administrative Actions**		
	A.	2019-2020 Appointments	I-A, p. 1
	B.	2019-2020 Re-Appointments	I-B, p. 1
	C.	2019-2020 Redesignations	I-C, p. 1
	D.	2019-2020 Transfers	I-D, p. 1
	E.	2019-2020 Resignations, Retirements, Conclude Employment	I-E, p. 1
	F.	2019-2020 Supplements	I-F, p. 1
	A.	2020-2021 Appointments	I-A, p. 1
	B.	2020-2021 Re-Appointments	I-B, p. 1
	C.	2020-2021 Redesignations	I-C, p. 1
	D.	2020-2021 Transfers	I-D, p. 1
	E.	2020-2021 Resignations, Retirements, Conclude Employment	I-E, p. 1
	F.	2020-2021 Supplements	I-F, p. 1
II.	**Job Descriptions and Supporting Documents**		
	A.	NONE	II-A, p.1
III.	**Instructional Actions**		
	A.	2019-2020 Appointments	III-A, p. 1
	B.	2019-2020 Reappointments	III-B, p. 1
	C.	2019-2020 Redesignations	III-C, p. 1
	D.	2019-2020 Transfers	III-D, p. 1
	E.	2019-2020 Resignations/Retirements/Conclude Employment	III-E, p. 1
	F.	2019-2020 Supplements	III-F, p. 1
	G.	2019-2020 Pending Appointments	III-G, p. 1
	H.	2019-2020 Out of Field	III-H, p. 1
	A.	2020-2021 Appointments	III-A, p. 1-2
	B.	2020-2021 Reappointments	III-B, p. 1
	C.	2020-2021 Redesignations	III-C, p. 1
	D.	2019-2020 Transfers	III-D, p. 1
	E.	2020-2021 Resignations/Retirements/Conclude Employment	III-E, p. 1-2
	F.	2020-2021 Supplements	III-F, p. 1-8
	G.	2020-2021 Pending Appointments	III-G, p. 1
	H.	2020-2021 Out of Field	III-H, p. 1
IV.	**Instructional Miscellaneous Actions**		
	A.	2019-2020 Summer School	IV-A. p. 1
	B.	2019-2020 Community Education	IV-B. p. 1
	C.	2019-2020 Adult Education	IV-C. p. 1
	A.	2020-2021 Summer School	IV-A. p. 1
	B.	2020-2021 Community Education	IV-B. p. 1
	C.	2020-2021 Adult Education	IV-C. p. 1

DRAFT

V. Instructional Substitute Teacher Actions

A.	2019-2020	Substitute Teacher Approval (None)	V-A. p. 1
A.	2020-2021	Substitute Teacher Approval (None)	V-A. p. 1

VI. Support Actions

A.	2019-2020	Appointments	VI-A, p. 1
B.	2019-2020	Reappointments	VI-B, p. 1
C.	2019-2020	Redesignations	VI-C, p. 1
D.	2019-2020	Transfers	VI-D, p. 1
E.	2019-2020	Resignations/Retirements/Conclude Employment	VI-E, p. 1
F.	2019-2020	Supplements	VI-F, p. 1
A.	2020-2021	Appointments	VI-A, p. 1-4
B.	2020-2021	Reappointments	VI-B, p. 1
C.	2020-2021	Redesignations	VI-C, p. 1
D.	2020-2021	Transfers	VI-D, p. 1-2
E.	2020-2021	Resignations/Retirements/Conclude Employment	VI-E, p. 1-2
F.	2020-2021	Supplements	VI-F, p. 1

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I. Administrative Actions

A. APPOINTMENT

	Name/Assignment	Site	Contract

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I. Administrative Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

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I. Administrative Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignments

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I. Administrative Actions

D. TRANSFER

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action

DRAFT

I. Administrative Actions

F. SUPPLEMENT

	Name/Assignment	Site	

DRAFT

I. Administrative Actions

A. APPOINTMENT

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignments

DRAFT

I. Administrative Actions

D. TRANSFER

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action

DRAFT

I. Administrative Actions

F. SUPPLEMENT

	Name/Assignment	Site	

DRAFT

II. Job Description Actions

NONE

DRAFT

III. Instructional Actions

A. APPOINTMENT

	Name/Assignment	Site	Contract

DRAFT

III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

DRAFT

III. Instructional Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Effective/Action

DRAFT

III. Instructional Actions

D. TRANSFER

	Name/Assignment	Site	Previous Assignment

DRAFT

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action

DRAFT

III. Instructional Actions

F. SUPPLEMENT

Name/Assignment	Site	Supplement Action
BAIRD JR, PATRICK J MHS SOCCER HEAD JV SUPPLEME	Middleburg High	Appointment
TOLLISON, TRISTON EARL MHS WRESTLING ASST SH SUPPLEME	Middleburg High	Appointment

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III. INSTRUCTIONAL ACTIONS 2019-2020

G. PENDING APPOINTMENTS

Name/Assignment	Location	Effective

NONE

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III. INSTRUCTIONAL ACTIONS 2019-2020

H. OUT OF FIELD

Name	Subject	OOF Subject	Site	Effective

NONE

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III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
ACEVEDO, VIRGINIA MARY KHE TEACHER, SC, FIFTH GR 10 MONTH	Keystone Heights Elementary	Effective 2020-10-06 10 MONTH / Instructional Probationary Annual
BRAZIL, TERESA WRIGHT OLJ COUNSELOR, JH 10 MONTHS 10 MONTH	Oakleaf Junior High School	Effective 2020-09-15 10 MONTH / Instructional Probationary Annual
BYRD, ZACHARY JAMES OLJ TEACHER, SCIENCE, JH 10 MONTH	Oakleaf Junior High School	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
COOK, JOHN CALVIN CHS TEACHER, ART, SH 10 MONTH	Clay High	Effective 2020-10-07 10 MONTH / Instructional Probationary Annual
CURRIN, ASHLEY A DIS TEACHER, SC, THIRD GR 10 MONTH	Doctors Inlet Elementary	Effective 2020-09-30 10 MONTH / Instructional Probationary Annual
EGLESTON, STEPHANIE MICHELLE RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
GAETANO, DANIEL J RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2020-09-15 10 MONTH / Instructional Probationary Annual
GREER, NICHOLAS A KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2020-09-28 10 MONTH / Instructional Probationary Annual
JOHNS, GRETCHEN SUE OHS COUNSELOR, SH 11 MO 11 MONTH	Oakleaf High School	Effective 2020-10-01 11 MONTH / Instructional Probationary Annual
KENDALL, MONICA BROOKE TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	Effective 2020-09-28 10 MONTH / Instructional Probationary Annual
KUCHTA, KAILA MARIE AES TEACHER, SC, FOURTH GR 10 MONTH	Argyle Elementary	Effective 2020-09-15 10 MONTH / Instructional Probationary Annual
LAXTON, SYLVIA NICOLLE GPE TEACHER, SC, THIRD GR 10 MONTH	Grove Park Elementary	Effective 2020-09-30 10 MONTH / Instructional Probationary Annual
LEE, NAKIA CELESTE DOE TEACHER, SC, THIRD GR 10 MONTH	Discovery Oaks Elementary	Effective 2020-09-14 10 MONTH / Instructional Probationary Annual
LUBERICE, LOIS FIH TEACHER, SCIENCE, SH 10 MONTH	Fleming Island High School	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
MCDONOUGH, MARYANNE RYKERT PES TEACHER, SC, FIFTH GR 10 MONTH	Robert M. Paterson Elementary	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
NIXON, BRENDA J AES TEACHER, SC, KINDERGARTEN 10 MONTH	Argyle Elementary	Effective 2020-09-23 10 MONTH / Instructional Probationary Annual
PERRY, LINDSAY JENNIFER POE TEACHER, SC, FOURTH GR	Plantation Oaks Elementary	Effective 2020-10-07 10 MONTH / Instructional Probationary Annual

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III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
10 MONTH		
PETOW, CARLI ALEXANDRA GCJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Green Cove Springs Junior High	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
RANDOLPH, SVETLANA M MCE TEACHER, VE/INCLUSION 10 MONTH	Montclair Elementary	Effective 2020-09-23 10 MONTH / Instructional Probationary Annual
SUDHINDRAN, RUPARANI OPH TEACHER, MATHEMATICS, SR 10 MONTH	Orange Park High	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
TANNER, TRACEY C OPH TEACHER, ART, SH 10 MONTH	Orange Park High	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
UPDEGRAFF, HOLLY HAMMONS LAJ TEACHER, VE SELF-CONTAINED 10 MONTH	Lake Asbury Junior High School	Effective 2020-10-05 10 MONTH / Instructional Probationary Annual
VARONA-ELLISON, ALICIA TES TEACHER, SC, THIRD GR 10 MONTH	Tynes Elementary	Effective 2020-10-06 10 MONTH / Instructional Probationary Annual
WILLIAMS, KYLE XAVIER OHS TEACHER, PHYSICAL ED SH 10 MONTH	Oakleaf High School	Effective 2020-10-01 10 MONTH / Instructional Probationary Annual
WILLIAMS, SHARDAY DIANDRAY CGE TEACHER, SC, KINDERGARTEN 10 MONTH	Coppergate Elementary	Effective 2020-09-30 10 MONTH / Instructional Probationary Annual
WOOLWINE, MIKAYLA CROFT OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	Effective 2020-10-06 10 MONTH / Instructional Probationary Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

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III. Instructional Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignment
	HADUS, FELICIA D POE TEACHER, VE SELF-CONTAINED 10 MONTH	Plantation Oaks Elementary	EFFECTIVE 08/11/2020 / REDESIGNATE FROM POE TEACHER, VE SELF-CONTAINED (OOF) / 10 MONTH
0.6	MADDOX, MARY K CVA TEACHER, SCIENCE, SH 10 MONTH	Clay Virtual Academy	EFFECTIVE 08/03/2020 / REDESIGNATE FROM CVA TEACHER, SCIENCE , SH / 10 MONTH
	MAYO, JENNIFER JANINE RVE TEACHER, VE SELF-CONTAINED 10 MONTH	Ridgeview Elementary	EFFECTIVE 08/11/2020 / REDESIGNATE FROM RVE TEACHER, VE SELF-CONTAINED (OOF) / 10 MONTH
	STOLTE, BRITTANY NICOLE POE TEACHER, SC, KINDERGARTEN 10 MONTH	Plantation Oaks Elementary	Effective 2020-09-24 / redesignated from / POE TEACHER, SC, KINDERGARTEN Out of field / 10 MONTH

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III. Instructional Actions

D. TRANSFER

Name/Assignment	Site	Previous Assignment
ALFORD, ANITRA M DOE TEACHER, SC, FOURTH GR 10 MONTH	Discovery Oaks Elementary	EFFECTIVE 09/24/2020 / TRANSFER FROM CVA TEACHER, K-3 / 10 MONTH
BECK, JAMIE NEL CVA TEACHER, PHYSICAL ED SH 10 MONTH	Clay Virtual Academy	Effective 2020-09-17 /transfer from / OPE TEACHER, PHYSICAL ED EL
HOOVER, AUDREY MELISSA TES TEACHER, SC, SIXTH GR 10 MONTH	Rideout Elementary	Effective 2020-10-23 /transfer from / ROE TEACHER, SC, THIRD GR
LAWRENCE, BONITA RENEE OPE TEACHER, PHYSICAL ED EL 10 MONTH	Orange Park Elementary	Effective 2020-10-12 /transfer from / OLJ TEACHER, PHYSICAL ED JH
RAVN, SUSAN MARY OPH TEACHER, LANGUAGE ARTS, SH 10 MONTH	COUNTY-WIDE LEAVE	EFFECTIVE 09/24/2020 / TRANSFER FROM CVA TEACHER, VE/INCLUSION / 10 MONTH
ROWE, JANET M OLJ TEACHER, PHYSICAL ED JH 10 MONTH	Oakleaf Junior High School	Effective 2020-09-14 /transfer from / CVA TEACHER, PHYSICAL ED SH
SCOTT, JARUTHA MARY CVA TEACHER, SUPP FACIL 10 MONTH	Clay Virtual Academy	Effective 2020-09-17 /transfer from / K12 TEACHER, CURRICULUM COACH
SIMMONS, STEPHEN CHRISTOPHE SIP PROF LEARNING FACILITATOR 10 MONTH	Sch Improvement & Prof. Devel.	Effective 2020-10-15 /transfer from / WES TEACHER, TITLE I, ELEM
SMITH, STEPHANIE NICOLE KHH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Keystone Heights High School	EFFECTIVE 09/24/20 / TRANSFER FROM CVA TEACHER,K-3 / 10 MONTH
TRICHE, KHRISTINE ANN LES TEACHER, SC, FIFTH GR 10 MONTH	Lakeside Elementary	EFFECTIVE 09/24/20 / TRANSFER FROM CVA TEACHER, K-3 / 10 MONTH
WALLACE, ANTHONY VENTO OVE COUNSELOR, ELEM 10 MONTH	Oakleaf Village Elementary	Effective 2020-09-28 /transfer from / WES COUNSELOR, ELEM

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	BUMBUT, MARIANA RODICA BLC TEACHER, IND 10 MONTH	Bannerman Learning Center	Effective 2020-10-09 RESIGNATION
	CAMPBELL, LINDSEY BROOKE MBE TEACHER, SC, THIRD GR 10 MONTH	Middleburg Elementary	Effective 2020-10-16 RESIGNATION
	CARRODEGUAS, DAISY V ROE TEACHER, VE SELF-CONTAINED 10 MONTH	Rideout Elementary	Effective 2020-10-09 RESIGNATION
	CLARK, STEPHANIE LYNN LES TEACHER, VE/INCLUSION 10 MONTH	Lakeside Elementary	Effective 2020-10-07 RESIGNATION
	DAVENPORT, JAN E ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Shadowlawn Elementary	Effective 2020-10-09 RESIGNATION
	GARAY, LUCIO ALBERTO PES TEACHER, SC, FIFTH GR 10 MONTH	Robert M. Paterson Elementary	Effective 2020-09-11 CONCLUDE EMPLOYMENT
	GEORGE, ANDREAS S OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	Effective 2020-10-23 RESIGNATION
	JETT, ELIZABETH LYNN SLE TEACHER, SC, FOURTH GR 10 MONTH	Shadowlawn Elementary	Effective 2020-09-28 RESIGNATION
	JOHNSON, TABITHA J OPJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Orange Park Jr High	Effective 2020-10-23 RESIGNATION
0.9	LEGGETT, MARK HOWARD OLJ GENERAL ASSISTANT 9 MON SU	Oakleaf Junior High School	Effective 2020-08-31 RESIGNATION
	LUSK, ALLISON M OPE TEACHER, VE/INCLUSION 10 MONTH	Orange Park Elementary	Effective 2020-10-31 RETIREMENT
	MILLS, PATRICK L FYA TEACHER, DROPOUT PREV SH 10 MONTH	FL Youth Challenge Academy	Effective 2020-09-15 CONCLUDE EMPLOYMENT
	ORDUNA, MARIA CANDELARIA RHS TEACHER, FOREIGN LANG, SH 10 MONTH	Ridgeview High School	Effective 2020-10-09 RESIGNATION
	PEMBERTON, BRIANNA B STS SCHOOL SOCIAL WORKER 10 MONTH	Student Services	Effective 2020-10-16 RESIGNATION
	RANDOLPH, SVETLANA M CEB TITLE I ASSISTANT 9 MON SU	Montclair Elementary	Effective 2020-09-22 RESIGNATION
	SCHLOFMAN, LAURA ELIZABETH SIP PROF LEARNING FACILITATOR 10 MONTH	Sch Improvement & Prof. Devel.	Effective 2020-09-18 RESIGNATION
	SLETTO, ANGELIA L OLJ COUNSELOR, JH 10	Oakleaf Junior High School	Effective 2020-09-04 RESIGNATION

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	MONTHS 10 MONTH		
	TAFF, YVETTE STRAWN CVA TEACHER, SCIENCE, SH 10 MONTH	Clay Virtual Academy	Effective 2020-09-28 RESIGNATION
	THOMAS, ALLYSON MARIE OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	Effective 2020-10-23 RESIGNATION
	TISDELLE, CATHERINE MADELINE AES TEACHER, SC, SECOND GR 10 MONTH	Argyle Elementary	Effective 2020-09-03 RESIGNATION
	WACHA, MICHELLE DOUGLAS KHH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Keystone Heights High School	Effective 2020-09-18 RESIGNATION

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
0.5	ACKERMAN, CHRISTINE DAWN CTE CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
0.5	ACKERMAN, CHRISTINE DAWN MHS CO-CURR CLUB SUPPLEME	Middleburg High	Resignation
	ADKISON, KAREY ELIZABETH DIS PEER TEACHER SUPPLEME	Doctors Inlet Elementary	Appointment
0.5	ALLEN, DEBORAH L SBJ DOD ACADEMIC CH, STEM SUPPLEME	S. Bryan Jennings Elementary	Appointment
	ALLISON, ARTHUR GRAHAM RHS PEER TEACHER SUPPLEME	Ridgeview High School	Appointment
	ALLISON, TRISHA JEAN OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
0.1	ARTUNDUAGA, CASEY DIANE CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
0.5	BARTON, DONNA M AES DOD ACADEMIC CH, STEM SUPPLEME	Argyle Elementary	Appointment
	BEGIN, MARGARET E MHS PEER TEACHER SUPPLEME	Middleburg High	Appointment
	BEHNKEN, MARIA BECHHOLD LAJ DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Junior High School	Appointment
	BERANIA, BERNARD J OPH PEER TEACHER SUPPLEME	Orange Park High	Appointment
	BERANIA, BERNARD J OPH TRACK HD SH SUPPLEME	Orange Park High	Appointment
0.5	BEYER, BRADLEY THOMAS OPH DOD ACADEMIC CH, STEM SUPPLEME	Orange Park High	Appointment
	BISHOP, DAVID HAROLD CVA PEER TEACHER SUPPLEME	Clay Virtual Academy	Appointment
	BORUM, AMANDA JUNE MCE PEER TEACHER SUPPLEME	Montclair Elementary	Appointment
	BRADLEY, DAVID OLJ PEER TEACHER SUPPLEME	Oakleaf Junior High School	Appointment
	BRANCACCIO, DAWN NICOLE OVE PEER TEACHER SUPPLEME	Oakleaf Village Elementary	Appointment
	BROWN, LISA LUANNE STS PEER TEACHER SUPPLEME	Student Services	Appointment
0.5	BRUNDIGE, SARAH ELIZABETH RVE DOD ACADEMIC CH, STEM	Ridgeview Elementary	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	SUPPLEME		
0.5	BRYAN, LESLEE DAMPIER ELE DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Junior High School	Appointment
	BRYAN, LESLEE DAMPIER K12 ACADEMIC COACH, DISTRICT SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	CARMICHAEL, DENISE RENEE CGE DOD ACADEMIC CH, STEM SUPPLEME	Coppergate Elementary	Appointment
	CARVER, RYAN MASON OPJ BASEBALL ASST JH SUPPLEME	Orange Park Jr High	Appointment
	COCHUYT, CAROL JEAN CVA DEPT HEAD 21+ SUPPLEME	Clay Virtual Academy	Appointment
	COCHUYT, CAROL JEAN CVA DOD ACADEMIC CH, STEM SUPPLEME	Clay Virtual Academy	Appointment
	COLLIER, THOMAS MICHAEL FIH SOCCER HEAD JV SUPPLEME	Fleming Island High School	Resignation
0.5	CORBY, LYNN ANN LAE DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Elementary	Appointment
	CORLESS, BRYAN JOSEPH LES DOD ACADEMIC CH, STEM SUPPLEME	Lakeside Elementary	Appointment
0.5	DAVIS, KRISTIN MARIE CEB DOD ACADEMIC CH, STEM SUPPLEME	Charles E. Bennett Elementary	Appointment
0.1	DAWE, MICHELLE RANEE LAJ (.128) SIXTH PERIOD SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	DEMARCO, MARY ELLEN OPH DOD ACADEMIC CH, STEM SUPPLEME	Orange Park High	Appointment
	DEVOE, COREY KENTAE OPJ FOOTBALL ASST JH 25% SUPPLEME	Orange Park Jr High	Appointment
	DEVOE, COREY KENTAE OPJ FOOTBALL ASST JH 75% SUPPLEME	Orange Park Jr High	Appointment
	DINKINS, KENNETH D OPH FOOTBALL ASST HS 25% SUPPLEME	Tynes Elementary	Appointment
	DINKINS, KENNETH D OPH FOOTBALL ASST SH 75% SUPPLEME	Tynes Elementary	Appointment
	DOUGHTY, STEVEN PAUL WJH PEER TEACHER SUPPLEME	Wilkinson Jr High	Appointment
	ELMORE JR, KEVIN B OPJ FOOTBALL ASST JH 25% SUPPLEME	Orange Park Jr High	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	ELMORE JR, KEVIN B OPJ FOOTBALL ASST JH 75% SUPPLEME	Orange Park Jr High	Appointment
	FOLEY, DONNA MARIE RHS PEER TEACHER SUPPLEME	Ridgeview High School	Appointment
0.5	FORD-HUDSON, SUSAN DIANE SBJ DOD ACADEMIC CH, STEM SUPPLEME	S. Bryan Jennings Elementary	Appointment
0.5	FORTUNE, JOSEPH EDWARD DOE DOD ACADEMIC CH, STEM SUPPLEME	Discovery Oaks Elementary	Appointment
0.1	FOSTER, NATHANIEL EDWARD CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
	FRANKLIN, MACHELE DEVON OLJ PEER TEACHER SUPPLEME	Oakleaf Junior High School	Appointment
	GADSON, JA'NIAH ALYSE OPH CHEERLEADING JV SUPPLEME	Orange Park High	Appointment
	GARDNER, BRADLEY ALAN ROE DOD ACADEMIC CH, STEM SUPPLEME	Rideout Elementary	Appointment
	GAYNES, DEBRA E CHS PEER TEACHER SUPPLEME	Clay High	Appointment
0.1	GERDS, LAURA ELIZABETH CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
	GLOVER, ASHLEY ROSE SPC DOD ACADEMIC CH, STEM SUPPLEME	Swimming Pen Creek Elem	Appointment
	GORDON, KEISHA SIERRA CVA DEPT HEAD 17-20 SUPPLEME	Clay Virtual Academy	Appointment
	GRAHAM, PAULA MARIE CEB PEER TEACHER SUPPLEME	Charles E. Bennett Elementary	Appointment
0.5	GULDI, MALLORY MEREDITH CTE CO-CURR CLUB SUPPLEME	Middleburg High	Resignation
0.5	GUPTILL, JASON C CEB DOD ACADEMIC CH, STEM SUPPLEME	Charles E. Bennett Elementary	Appointment
	HAIR, GLENN P OPJ DOD ACADEMIC CH, STEM SUPPLEME	Orange Park Jr High	Appointment
	HALL, JONATHAN E CVA DEPT HEAD (11-16 SUPPLEME	Clay Virtual Academy	Appointment
	HALL, KATHERYN LEE WJH BASKETBALL HD JH SUPPLEME	Wilkinson Jr High	Appointment
	HALL, STEPHANIE SUE CVA DEPT HEAD 21+	Clay Virtual Academy	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	SUPPLEME		
0.5	HANLIN, ANITA LYNN DIS DOD ACADEMIC CH, STEM SUPPLEME	Doctors Inlet Elementary	Appointment
	HARMON, JANNA C RHS DEPT HEAD (6-10) SUPPLEME	Ridgeview High School	Appointment
	HARRINGTON, DAMEKA A OLJ PEER TEACHER SUPPLEME	Oakleaf Junior High School	Appointment
	HAYES, CAITLYN E OPJ DISCRETIONARY SUPPLEME	Orange Park Jr High	Appointment
	HEINTZMAN, JOSHUA ALLEN OHS GOLF HD SH SUPPLEME	Oakleaf High School	Appointment
	ISOM, SHANNON DIONNE OPJ DISCRETIONARY SUPPLEME	Orange Park Jr High	Resignation
0.5	JACOBS, SHANNON MARGARET MHS CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
	JOHNSON, TABITHA J OPJ DEPT HEAD (11-16 SUPPLEME	Orange Park Jr High	Resignation
	KING, DAWN MARIE MBE DOD ACADEMIC CH, STEM SUPPLEME	Middleburg Elementary	Appointment
	KIRK, LAURA MARIE FIH JUNIOR CLASS SPONSOR SUPPLEME	Fleming Island High School	Appointment
	LABERIS, KEZIA LYNN OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
0.1	LANDRUM, JENNIFER FRANCES CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
	LANE, LISA MICHELLE MRE PEER TEACHER SUPPLEME	Mcrae Elementary	Appointment
0.5	LANIER, DEBRA LEIGH PES DOD ACADEMIC CH, STEM SUPPLEME	Robert M. Paterson Elementary	Appointment
	LAWRENCE, BONITA RENEE OLJ DEPT HEAD (6-10) SUPPLEME	Orange Park Elementary	Resignation
	LEGGE, KELLIE D CVA DOD ACADEMIC CH, STEM SUPPLEME	Clay Virtual Academy	Appointment
	LEININGER, VICTORIA A WES DOD ACADEMIC CH, STEM SUPPLEME	Wilkinson Elementary	Appointment
0.5	LEONE, CASEY L DOE DOD ACADEMIC CH, STEM SUPPLEME	Discovery Oaks Elementary	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	LESTER, SHELLEY A OPJ PEER TEACHER SUPPLEME	Orange Park Jr High	Appointment
	LINDQUIST, ANGELA K KHH PEER TEACHER SUPPLEME	Keystone Heights High School	Appointment
0.5	LOCKLEAR, ERICKA L WEC DOD ACADEMIC CH, STEM SUPPLEME	W.E. Cherry Elementary	Appointment
	LOHMAN, DEBORAH ANNE AES PEER TEACHER SUPPLEME	Argyle Elementary	Appointment
	LOONEY, KERRI RENEE LAE ESE INTERVENTION FAC. SUPPLEME	Lake Asbury Elementary	Appointment
	MADDOX, MARY K CVA DEPT HEAD 21+ SUPPLEME	Clay Virtual Academy	Appointment
	MARTIN, MAUREEN ANN OHS DOD ACADEMIC CH, STEM SUPPLEME	Oakleaf High School	Appointment
	MAYO, JENNIFER JANINE RVE PEER TEACHER SUPPLEME	Ridgeview Elementary	Appointment
	MCKENZIE, NEIL WILLIAM LJH DOD ACADEMIC CH, STEM SUPPLEME	Lakeside Junior High	
0.5	MELTON, SANDRA KAY MRE DOD ACADEMIC CH, STEM SUPPLEME	Mcrae Elementary	Appointment
	MERRITT, JASON HARRY FIH PEER TEACHER SUPPLEME	Fleming Island High School	Appointment
	MILLER, PAULA DENISE RHS DANCE TEAM SH SUPPLEME	Ridgeview High School	Appointment
0.5	MORELAND, LAURA LEA DIS DOD ACADEMIC CH, STEM SUPPLEME	Doctors Inlet Elementary	Appointment
	MORRISON, KIMBERLY TOWNSEND RVE ESE INTERVENTION FAC. SUPPLEME	Ridgeview Elementary	Appointment
	MUFFLEY, JESSICA MARIE GPE PEER TEACHER SUPPLEME	Grove Park Elementary	Appointment
0.5	NEIDERMEIER, SHIRLEY MINCH WEC DOD ACADEMIC CH, STEM SUPPLEME	W.E. Cherry Elementary	Appointment
	NOLAN, DARYAN BROOKE LJH CO-CURR CLUB SUPPLEME	Lakeside Junior High	Appointment
	OWENS, DARRION EMA'N OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	OWENS, DARRION EMA'N	Orange Park High	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	OPH FOOTBALL ASST SH 75% SUPPLEME		
	PADGETT, VICKI W DOE DEPT HD (3-5) SUPPLEME	Discovery Oaks Elementary	Resignation
0.5	PARSONS, VIRGINIA A KHE DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights Elementary	Appointment
	PETERSEN, RITA CHS PEER TEACHER SUPPLEME	Clay High	Appointment
	PEYTON, LISA A CGE PEER TEACHER SUPPLEME	Coppergate Elementary	Appointment
	PIERSON, LISA MILDRED PES PEER TEACHER SUPPLEME	Robert M. Paterson Elementary	Appointment
0.5	RAGAN, JOSEPH DAVID GPE DOD ACADEMIC CH, STEM SUPPLEME	Grove Park Elementary	Appointment
	REID, STACEY MAY MCE DOD ACADEMIC CH, STEM SUPPLEME	Montclair Elementary	Appointment
	REMSEN, KENNETH MAYNARD CHS DOD ACADEMIC CH, STEM SUPPLEME	Clay High	Appointment
	RICHARDS, STEPHANIE MARIE PES DISCRETIONARY SUPPLEME	Robert M. Paterson Elementary	Appointment
	RISTAD, MICHELLE LYNETTE CHE PEER TEACHER SUPPLEME	Clay Hill Elementary	Appointment
	ROCKWELL, JESSICA L WJH PEER TEACHER SUPPLEME	Wilkinson Jr High	Appointment
	ROWE, MELANIE ANNE TBE DOD ACADEMIC CH, STEM SUPPLEME	Thunderbolt Elementary	Appointment
0.5	SANTILLAN, LYDIA REBECCA RVE DOD ACADEMIC CH, STEM SUPPLEME	Ridgeview Elementary	Appointment
0.5	SCAMAHORN, ERIC W KHE DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights Elementary	Appointment
	SCHAUS, ROBIN ANN OVE DOD ACADEMIC CH, STEM SUPPLEME	Oakleaf Village Elementary	Appointment
	SCHOFIELD III, VINCENT JOSEPH KHH FOOTBALL ASST HS 25% SUPPLEME	Keystone Heights High School	Appointment
	SCHOFIELD III, VINCENT JOSEPH KHH FOOTBALL ASST SH 75% SUPPLEME	Keystone Heights High School	Appointment
	SCHOFIELD, RACHAEL	Fleming Island High School	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	CATHERINE FIH DOD ACADEMIC CH, STEM SUPPLEME		
0.5	SHIPLEY, BENJAMIN RICHARD OHS FOOTBALL ASST HS 25% SUPPLEME	Oakleaf High School	Appointment
0.5	SHIPLEY, BENJAMIN RICHARD OHS FOOTBALL ASST SH 75% SUPPLEME	Oakleaf High School	Appointment
	SIGONA, JULIA MARGARET RHS DEPT HEAD (6-10) SUPPLEME	COUNTY-WIDE LEAVE	Resignation
	SKAPETIS, DEVAN S RHS DOD ACADEMIC CH, STEM SUPPLEME	Ridgeview High School	Appointment
0.5	SMITH, AMY JO CHE DOD ACADEMIC CH, STEM SUPPLEME	Clay Hill Elementary	Appointment
0.1	SMITH, ELIZABETH JANE CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
	SMITH, ERICK WAYNE WJH DOD ACADEMIC CH, STEM SUPPLEME	Wilkinson Jr High	Appointment
	SNOW, MATTHEW R POE DOD ACADEMIC CH, STEM SUPPLEME	Plantation Oaks Elementary	Appointment
	STEINER, JOHN ARMAND GCJ DOD ACADEMIC CH, STEM SUPPLEME	Green Cove Springs Junior High	Appointment
0.5	STRINGER, MAURA DANIELLE FIH JUNIOR CLASS SPONSOR SUPPLEME	Fleming Island High School	Resignation
	SYKES, MARY TORODE WJH PEER TEACHER SUPPLEME	Wilkinson Jr High	Appointment
	THOMAS, SCOTT EMORY LJH PEER TEACHER SUPPLEME	Lakeside Junior High	Appointment
	TISON, MELISSA E MCE PEER TEACHER SUPPLEME	Montclair Elementary	Appointment
0.5	TORRES, SANDRA MATILDE MRE DOD ACADEMIC CH, STEM SUPPLEME	Mcrae Elementary	Appointment
0.5	TURNER, HEATHER RAE CGE DOD ACADEMIC CH, STEM SUPPLEME	Coppergate Elementary	Appointment
	WALKER, DAVID KEITH KHH PEER TEACHER SUPPLEME	Keystone Heights High School	Appointment
	WALKER, KAREN SUE OPE PEER TEACHER SUPPLEME	Orange Park Elementary	Appointment
0.5	WARREN, SARA ANN CHE DOD ACADEMIC CH, STEM	Clay Hill Elementary	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	SUPPLEME		
	WEAVER, CANDICE STEPHANIE RHS PEER TEACHER SUPPLEME	Ridgeview High School	Appointment
0.1	WHITE, SARAH E CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
0.5	WINE, MEGHAN R GPE DOD ACADEMIC CH, STEM SUPPLEME	Grove Park Elementary	Appointment
	WOFFORD, MARK S OPJ BASEBALL HEAD JH SUPPLEME	Orange Park Jr High	Appointment
0.1	WOOD, KATHLEEN MARY CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
0.5	WORSDELL, LACEY DANNETTE RVE ESE INTERVENTION FAC. SUPPLEME	Ridgeview Elementary	Resignation
0.5	WORSHAM, BRENDA MICHELE LAE DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Elementary	Appointment
	WRIGHT, ANGELA DUNLAP OLJ PEER TEACHER SUPPLEME	Oakleaf Junior High School	Appointment
	ZIEGLER, SABRE ANN TES PEER TEACHER SUPPLEME	Tynes Elementary	Appointment

DRAFT

III. INSTRUCTIONAL ACTIONS 2020-2021

G. PENDING APPOINTMENTS

Name	Site	Subject	OOF Subject	Effective

NONE

DRAFT

III. INSTRUCTIONAL ACTIONS 2020-2021

H. OUT OF FIELD

Name	Site	Subject	OOF Subject	Effective

NONE

DRAFT

A. SUMMER SCHOOL

Name/Assignment	Site	Effective Dates

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2019-2020

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2019-2020

C. ADULT EDUCATION

Appointments

NONE

DRAFT

A. SUMMER SCHOOL

Name/Assignment	Site	Effective Dates
NONE		

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2019-2020

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2020-2021

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	

DRAFT

VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	

DRAFT

VI. Support Actions

C. RE-DESIGNATION

	Name/Assignment	Site	

DRAFT

VI. Support Actions

D. TRANSFER

	Name/Assignment	Site	

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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	MARTIN, DELAINE M SPC CAFE ASSISTANT 4.5 HOURS 9 MON CA	Swimming Pen Creek Elem	Effective 2020-06-03 CONCLUDE EMPLOYMENT
0.9	SHROPSHIRE, WENDY J SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2020-06-03 CONCLUDE EMPLOYMENT

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VI. Support Actions

F. SUPPLEMENT

	Name/Assignment	Site	

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
0.8	ACOSTA, DALGHYS T AES ESOL CLASSROOM ASSISTANT 9 MON SU	Argyle Elementary	Effective 2020-09-04 9 MON SU / limited
	BLOCK, CYNTHIA LEA LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2020-09-28 12 MO SU / Annual
	BOLLINGER, NATHANIEL G MNT HVAC TECH 12 MO SU	Division of Support Srvcs	Effective 2020-10-05 12 MO SU / Annual
	BOWMAN, KAREN ELIZABETH OPR CUSTODIAN 12 MO SU	Division Of Support Services	Effective 2020-09-10 12 MO SU / Annual
0.9	BRAND, ALLYSON CAROL SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2020-09-01 9 MON SU / Annual
0.8	BUENO-WELTON, BARBARA OLJ IN SCHOOL SUSPENSION 9 MON SU	Oakleaf Junior High School	Effective 2020-09-24 9 MON SU / Annual
	BURKETT, SHAWNDA NICOLE AES CAFE ASSISTANT 4.5 HOURS 9 MON CA	Argyle Elementary	Effective 2020-09-03 9 MON CA / Annual
	CERCY, KENNETH DANIEL TES CUSTODIAN 12 MO SU	Tynes Elementary	Effective 2020-09-09 12 MO SU / Annual
0.9	CHAON, ASHLEY MARIE SLE GENERAL ASSISTANT 9 MON SU	Shadowlawn Elementary	Effective 2020-09-17 9 MON SU / Annual
0.9	CHARLES, CATHY DENISE OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	Effective 2020-09-29 9 MON SU / Annual
0.9	COLEMAN, KATIE ANN TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2020-09-08 9 MON SU / Annual
	EHLINGER, RUTH A GPE TITLE I ASSISTANT 9 MON SU	Grove Park Elementary	Effective 2020-09-15 9 MON SU / Annual
0.8	FAIRCHILD, PATRICE ELLEN PES IN SCHOOL SUSPENSION 9 MON SU	Robert M. Paterson Elementary	Effective 2020-09-25 9 MON SU / Annual
0.9	FERNANDEZ, JASON MICHAEL BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2020-09-04 9 MON SU / Annual
0.9	FUCE, MARQUISE MONIQUE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2020-09-22 9 MON SU / Annual
	FUENTES, GLENDA LEE OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2020-09-01 12 MO SU / Annual
0.9	GAMBOA, YVETTE TBE BEHAVIORAL HEALTH	Thunderbolt Elementary	Effective 2020-09-01 9 MON SU / Annual

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
	ASST 9 MON SU		
	GRIFFIN, EARL J OPR CUSTODIAN 12 MO SU	Division Of Support Services	Effective 2020-09-22 12 MO SU / Annual
0.8	HARRY, SUSAN C CGE GENERIC CLASSROOM ASSISTAN 9 MON SU	Coppergate Elementary	Effective 2020-10-05 9 MON SU / Annual
0.2	HARRY, SUSAN C CGE TITLE I ASSISTANT 9 MON SU	Coppergate Elementary	Effective 2020-10-05 9 MON SU / Annual
	HEISEL, ELIZABETH A WJH CUSTODIAN 12 MO SU	Wilkinson Jr High	Effective 2020-08-27 12 MO SU / Annual
	HILAIRE, MARIE RODENA OPJ CUSTODIAN 12 MO SU	Orange Park Jr High	Effective 2020-09-21 12 MO SU / Annual
0.9	JEWELL, CARA WILEMON TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2020-09-14 9 MON SU / Annual
0.8	KING BAILEY, NAKIYA BENAE GPE TITLE I ASSISTANT 9 MON SU	Grove Park Elementary	Effective 2020-09-01 9 MON SU / Annual
	LOGAN, MICHELLE WILSON RHS REGISTERED NURSE 10 MONTH	Ridgeview High School	Effective 2020-08-17 10 MONTH / Annual
	LOPEZ LEBRON, MARGARITA GPE CAFE ASSISTANT 5.5 HOURS 9 MON CA	Grove Park Elementary	Effective 2020-09-18 9 MON CA / Annual
0.9	MARTINS, BRYAN ABEL LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2020-09-21 9 MON SU / Annual
0.9	MAYNARD, MIKAYLA LEE GCJ BEHAVIORAL HEALTH ASST 9 MON SU	Green Cove Springs Junior High	Effective 2020-09-02 9 MON SU / Annual
0.9	MCKEE, ANNA MARIE ROE GENERAL ASSISTANT 9 MON SU	Rideout Elementary	Effective 2020-09-24 9 MON SU / Annual
0.8	MOORE, GRACIE ANN STS HEALTH ASSISTANT 9 MON SU	Student Services	Effective 2020-09-09 9 MON SU / Annual
	OBRIEN, MISTY ANN POE CUSTODIAN 12 MO SU	Plantation Oaks Elementary	Effective 2020-09-28 12 MO SU / Annual
0.9	OLIVER, TRACI MARIE TBE BEHAVIORAL HEALTH ASST 9 MON SU	Thunderbolt Elementary	Effective 2020-09-28 9 MON SU / Annual
0.8	PEREZ, BELINDA POE ESOL CLASSROOM ASSISTANT 9 MON SU	Plantation Oaks Elementary	Effective 2020-09-11 9 MON SU / limited

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
0.9	PFEIFER, ALYSSA KATHLEEN LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2020-09-14 9 MON SU / Annual
0.9	QUIROS GAETAN, EDIELY MARIE POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	Effective 2020-09-09 9 MON SU / Annual
0.9	SANFORD, TAMARA ANNE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2020-09-16 9 MON SU / Annual
0.8	SANTIAGO, KISSELY YARIE LES ESOL CLASSROOM ASSISTANT 9 MON SU	Lakeside Elementary	Effective 2020-09-04 9 MON SU / limited
0.9	SICKMAN, MEGAN NICOLE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2020-09-01 9 MON SU / Annual
0.9	SMITH, CASSIDY PAIGE WJH BEHAVIORAL HEALTH ASST 9 MON SU	Wilkinson Jr High	Effective 2020-08-27 9 MON SU / Annual
0.9	SMITH, RACHEL ANN LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2020-09-15 9 MON SU / Annual
	SPACH, KIMBERLY LYNN TBE REGISTERED NURSE 10 MONTH	Thunderbolt Elementary	Effective 2020-09-01 10 MONTH / Annual
	STRANGE, MARY HAWKINS OPJ REGISTERED NURSE 10 MONTH	Orange Park Jr High	Effective 2020-09-02 10 MONTH / Annual
0.9	SUTTON, TRACY J ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2020-08-27 9 MON SU / Annual
0.9	TEMPLE, NIXSA E DOE GENERAL HEALTH ASSISTA 9 MON SU	Discovery Oaks Elementary	Effective 2020-09-09 9 MON SU / Annual
	THOMAS, JAMIE LYNN GPE LICENSED PRAC NURSE 10 MONTH	Grove Park Elementary	Effective 2020-09-28 10 MONTH / Annual
	TONEY, YOLONDA P CVA SCHOOL SECRETARY 12 MONTH 12 MO SU	Clay Virtual Academy	Effective 2020-09-24 12 MO SU / Annual
	TROUTT, CHARLES DAVID SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2020-09-01 12 MO SU / AC Safety and Security
0.6	VALIDO, ZORAIDA RHS CHILD CARE ASSISTANT 9 MON SU	Ridgeview High School	Effective 2020-09-03 9 MON SU / Annual
0.9	VOGT, KAYLLA TEAL SPC BEHAVIORAL HEALTH	Swimming Pen Creek Elem	Effective 2020-10-05 9 MON SU / Annual

DRAFT

VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
	ASST 9 MON SU		
0.9	WEAVER, KRISTEN MARIE PES GENERAL HEALTH ASSISTA 9 MON SU	Robert M. Paterson Elementary	Effective 2020-09-28 9 MON SU / Annual
	WILKINSON, JESSICA MARIE OPR CUSTODIAN 12 MO SU	Division Of Support Services	Effective 2020-10-06 12 MO SU / Annual
0.9	WILSON, ANDREA MARIE RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2020-09-08 9 MON SU / Annual
0.9	WILSON, JACK GAUDRY RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2020-09-03 9 MON SU / Annual

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	
	CLARK, LAQUETTA B HMR DATA ENTRY/RECORDS TECHNIC CONFIDEN	Human Resources	CONFIDEN / Annual
	CLIFFORD, SYLVIA C MBE LICENSED PRAC NURSE 10 MONTH	Middleburg Elementary	10 MONTH / Annual
0.9	COOLEY, MYRTIE B KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	9 MON SU / Annual
	FITZGERALD, EMILY MARGARET MCE REGISTERED NURSE 10 MONTH	Montclair Elementary	10 MONTH / Multi-Year Conditional
	FOLEY, SARAH J KHH CAFE ASSISTANT 4.5 HOURS 9 MON CA	Keystone Heights High School	9 MON CA / Annual
	GOERS, LISA RENEE LAE SECRETARY 11 MO 11 MONTH	Lake Asbury Elementary	11 MONTH / Annual
	KINCHEN, ARTHUR M TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
0.9	MARTINEZ, INDIA NOEMI SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	9 MON SU / Annual
	MILLER, PENNY H OPH REGISTERED NURSE 10 MONTH	Orange Park High	10 MONTH / Annual
0.9	O'SHIELDS, MICAH L LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	9 MON SU / Annual
	SHAIRRICK, TINA LOUISE OVE PRINCIPAL SECRETARY CONFIDEN	Oakleaf Village Elementary	CONFIDEN / Annual
	SMITH, THERESA ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	YEARSLEY, BRITTANI LYNNE CEB TITLE I ASSISTANT 9 MON SU	Charles E. Bennett Elementary	9 MON SU / Annual

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VI. Support Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous
	COLLINS, JUDY M DOE SCHOOL SEC ADMINISTRATION 10 MONTH	Discovery Oaks Elementary	REDESIGNATE END DATE FROM 2020-09-08 TO 2020-09-07
0.8	GARRISON, SHERRY LYNN DOE GENERIC CLASSROOM ASSISTAN 9 MON SU	Discovery Oaks Elementary	REDESIGNATE END DATE FROM 2020-08-19 TO 2020-08-24
0.9	ONDISH, ROBYN LYNN MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	Effective 2020-08-24 / redesignated from / MHS BEHAVIORAL HEALTH ASST / 9 MON SU

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VI. Support Actions

D. TRANSFER

	Name/Assignment	Site	Previous
	ALDERSON, RICHARD A MHS CUSTODIAN 12 MO SU	Middleburg High	Effective 2020-10-12 /transfer from / FIH CUSTODIAN
	DELANO, SHALAUNDA M MRE LICENSED PRAC NURSE 10 MONTH	Mcrae Elementary	Effective 2020-10-08 /transfer from / CHE LICENSED PRAC NURSE
0.9	ERICKSON, VALERIE MARIE OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2020-08-31 /transfer from / OLJ MEDIA TECHNICAL ASST
	GONZALEZ, JOSE L OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2020-09-01 /transfer from / OPR CUSTODIAN
	HOWARD, LORI LYNNE BLC SCHOOL SECRETARY 10 MONTH 10 MONTH	Bannerman Learning Center	EFFECTIVE 2020-09-28 TRANSFER FROM GPE .8 SCHOOL SECRETARY, .2 TITLE 1 ASST
	JECROY, MERITHEE DOE CUSTODIAN 12 MO SU	Discovery Oaks Elementary	Effective 2020-10-01 /transfer from / LJH CUSTODIAN
	LITTLES, VALENCIA A OLJ ST RECORD SEC 12 MO 12 MO SU	Oakleaf Junior High School	Effective 2020-09-03 /transfer from / OLJ IN SCHOOL SUSPENSION
	LOY, SUSAN M OPH CAFE VAN DRIVER 7 HOURS 9 MON SU	Orange Park High	Effective 2020-09-23 /transfer from / OPH CAFE ASSISTANT 6.5 HOURS
0.8	MINTON, TANIA SUE DIS IN SCHOOL SUSPENSION 9 MON SU	Doctors Inlet Elementary	Effective 2020-09-14 /transfer from / OVE SECRETARY 11 MO
0.9	PRIDGEN, MELISSA A FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2020-09-08 /transfer from / SPC BEHAVIORAL HEALTH ASST
	SMELTZER, WILLIAM R MNT ELECTRICAL TECH 12 MO SU	Division of Support Srvcs	Effective 2020-09-18 /transfer from / CAFE/KITCHEN EQUIP TECH
	SMITH, BRITTANY DIANE LAJ CAFE ASSISTANT 6.5 HOURS 9 MON CA	Lake Asbury Junior High School	Effective 2020-09-17 /transfer from / LAJ CAFE ASSISTANT 3.75 HOURS
	SMITH, ERIKA A BLC SECRETARY 12 MO 12 MO SU	Bannerman Learning Center	Effective 2020-10-12 /transfer from / SLE ST RECORD SEC 12 MO
	STELLY, TAMMY L DOE SCHOOL SEC ADMINISTRATION 10 MONTH	Discovery Oaks Elementary	Effective 2020-09-21 /transfer from / BLC SCHOOL SECRETARY 10 MONTH
0.9	THOMPSON, KAREN B OPJ INSTRUCTIONAL ASSISTANT 9 MON SU	Orange Park Jr High	Effective 2020-10-05 /transfer from / OPJ GENERAL HEALTH ASSISTA
	TROMBLEY, MICHELLE A MRE CUSTODIAN 12 MO SU	Mcrae Elementary	Effective 2020-09-08 /transfer from / LAE CUSTODIAN
	WALTERS, JACQUELINE SUZANNE RHS CAFE ASSISTANT 6	Ridgeview High School	Effective 2020-10-01 /transfer from / RHS CAFE ASSISTANT 3.5 HOURS

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VI. Support Actions

D. TRANSFER

Name/Assignment	Site	Previous
HOURS 9 MON CA		
WILSON, ROBERT EUGENE LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2020-10-02 /transfer from / OVE CUSTODIAN

DRAFT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
	AMOS, JARED M LAJ CUSTODIAN 12 MO SU	Lake Asbury Junior High School	Effective 2020-10-14 RESIGNATION
	BENEDICT, SHANNON NICOLE-PHA WJH MEDIA TECHNICAL ASST 10 MONTH	Wilkinson Jr High	Effective 2020-08-21 RESIGNATION
	BLOCK, CYNTHIA LEA LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2020-10-01 RESIGNATION
	BOLLINGER, NATHANIEL G MNT HVAC TECH 12 MO SU	Division of Support Srvcs	Effective 2020-09-07 RESIGNATION
	BOWMAN, KAREN ELIZABETH OPR CUSTODIAN 12 MO SU	Division Of Support Services	Effective 2020-09-11 RESIGNATION
0.9	BRAND, ALLYSON CAROL SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2020-09-10 RESIGNATION
	BULGER, LISA KARYL MRE LICENSED PRAC NURSE 10 MONTH	Mcrae Elementary	Effective 2020-09-25 RETIREMENT
0.8	CLINKSCALE, LAKEERA UNEEK RHS ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview High School	Effective 2020-09-22 RESIGNATION
0.7	CUMMINS, SHARON L WEC IN SCHOOL SUSPENSION 9 MON SU	W.E. Cherry Elementary	Effective 2020-09-18 RESIGNATION
	FISH, MIKEL EDWARD TRN ASSISTANT PARTS MANAGER LNG TRM	Transportation	Effective 2020-09-08 RESIGNATION
0.9	FUCE, MARQUISE MONIQUE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2020-09-22 RESIGNATION
	GANN, KIMBERLIE SUE MRE COMPUTER LAB ASSISTANT 9 MON SU	Mcrae Elementary	Effective 2020-10-07 RESIGNATION
	GARCIA, CYNTHIA LEE TBE SECRETARY 11 MO 11 MONTH	Thunderbolt Elementary	Effective 2020-10-09 RESIGNATION
0.9	GODDARD, BRANDI M PES GENERAL HEALTH ASSISTA 9 MON SU	Robert M. Paterson Elementary	Effective 2020-09-14 RESIGNATION
	GRIEGO, NESTOR RICHARD MNT ROOFER 12 MO SU	Division of Support Srvcs	Effective 2020-09-25 RESIGNATION
0.9	GRIFFIS, MELITA F BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2020-09-01 RESIGNATION
	GUGGISBERG, CHAD MICHAEL	Division of Support Srvcs	Effective 2020-10-16

DRAFT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
	MNT HVAC TECH 12 MO SU		RESIGNATION
	HARRY, SUSAN C OLJ TEACHER, READING, JH 10 MONTH	Coppergate Elementary	Effective 2020-10-02 RESIGNATION
	HLEBINSKY, ANNETTE V MHS SCHOOL SECRETARY 12 MONTH 12 MO SU	Middleburg High	Effective 2020-10-01 RETIREMENT
0.9	HOWARD, LINDA SUE WES GENERAL ASSISTANT 9 MON SU	Wilkinson Elementary	Effective 2020-10-14 RESIGNATION
	JAMISON, JEREMIAH ANTHONY LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2020-09-14 RESIGNATION
0.9	JIMENEZ, NORMA MALOTT CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2020-08-28 CONCLUDE EMPLOYMENT
0.8	JUNG, BRITTANY LYNN SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Swimming Pen Creek Elem	Effective 2020-09-30 RESIGNATION
	LOTT, RICHARD GREGORY SCHOOL RESOURCE OFFICER LNG TRM	School Police Department	Effective 2020-09-23 RESIGNATION
0.6	MCDONALD, COURTNEY OHS CHILD CARE ASSISTANT 9 MON SU	Oakleaf High School	Effective 2020-10-08 RESIGNATION
0.9	OLIVER, TRACI MARIE TBE BEHAVIORAL HEALTH ASST 9 MON SU	Thunderbolt Elementary	Effective 2020-09-30 RESIGNATION
0.9	QUIROS GAETAN, EDIELY MARIE POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	Effective 2020-09-16 RESIGNATION
0.9	RAWSON, CALVIN DEAN POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	Effective 2020-09-18 RESIGNATION
	SPACH, KIMBERLY LYNN TBE REGISTERED NURSE 10 MONTH	Thunderbolt Elementary	Effective 2020-09-11 RESIGNATION
	STOEHR, ROBERTA M LAJ CAFE ASSISTANT 6.5 HOURS 9 MON CA	Lake Asbury Junior High School	Effective 2020-09-01 RESIGNATION
0.9	WIGGINS, CHERIE L POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	Effective 2020-10-02 RESIGNATION

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VI. Support Actions

F. SUPPLEMENT

Name/Assignment	Site	Previous
DEMENT, ADAM T OPH SOCCER HEAD JV SUPPLEME	Orange Park High	Resignation
DEMENT, ADAM T OPH SOCCER HEAD SH SUPPLEME	Orange Park High	Appointment
DOWELL, SARAH DANIELLE KHH DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights High School	Appointment
GARCIA, ROBERT WILLIAM OPH TRACK HD SH SUPPLEME	Orange Park High	Appointment
MORGAN, KRISTEN L PES DISCRETIONARY SUPPLEME	Robert M. Paterson Elementary	Resignation
PONTORE, FRANK J FIH SOCCER HEAD SH SUPPLEME	Fleming Island High School	Resignation
ROMERO, REINALDO OPJ VOLLEYBALL HD JH SUPPLEME	Orange Park Jr High	Appointment
TRIPLETT, REBECCA J MHS BASKETBALL ASST SH SUPPLEME	Middleburg High	Appointment
TRIPLETT, REBECCA J MHS DOD ACADEMIC CH, STEM SUPPLEME	Middleburg High	Appointment

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C3 - Proclamation 21-06 to Establish November 16 - 20, 2020 as National Education Week and November 18, 2020 as Educational Support Professionals' Day

Description

Every year, the National Education Association established National Education Week. This year, National Education Week is November 16 - 20, 2020. Within National Education Week, one day is set aside to recognize Educational Support Professionals. This year, Education Support Professionals' Day is Wednesday, November 18, 2020.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

N/A

Recommendation

Establish November 16 - 20, 2020 as National Education Week and November 18, 2020 as Educational Support Professionals' Day

Contact

Brenda G. Troutman, Assistant Superintendent of Human Resources. (904) 336-6701 Brenda.Troutman@myoneclay.net

Financial Impact

None

Review Comments

Attachments

- Proclamation - National Education Week.pdf

DRAFT

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

PROCLAMATION # 21-06

WHEREAS, November 16 - 20, 2020, has been designated National Education Week; and

WHEREAS, November 18, 2020, has been designated Education Support Professionals' Day; and

WHEREAS, this occasion allows us to recognize and honor individuals who dedicate their time and talent to ensuring that every child in Clay County receives the highest quality education; and

WHEREAS, we believe that the outstanding educational experience students receive in Clay County is built upon a foundation of support from essential partners that provide valuable assistance to students, administrators, teachers, staff, and parents, inside and outside the classroom; and

WHEREAS, by performing their duties with skill and professionalism all secretaries, assistants, cafeteria workers, custodians, maintenance workers, bus drivers, nurses, and school resource officers, contribute significantly to our district's mission of providing a public education experience that is motivating, challenging, and rewarding for all children; and

WHEREAS, these individuals deserve respect and the gratitude of students, faculty, parents, and all citizens who benefit from education in Clay County.

NOW, THEREFORE, BE IT RESOLVED, that the School Board of Clay County, Florida, does hereby proclaim November 16 - 20, 2020, as National Education Week; and November 18, 2020, as Education Support Professionals' Day in Clay County.

Duly adopted **and approved by the School Board of Clay County, Florida, this 5th day of November, 2020.**

ATTEST:

_____ _____

David S. Broskie
Superintendent of Schools
Clay County, Florida

Carol Studdard, School Board Chair

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C4 - K-12 Academic Services Out of State and Overnight Student Travel

Description

The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips supplement and enrich classroom instruction by providing learning experiences that will enhance mastery of the curriculum standards of the State of Florida. A field trip is defined as any planned, student-travel activity which is approved as part of the district's educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Field Trips Details

School	Date	Destination	Group	Purpose
Clay High	12/5-6, 2020	South Walton High School, FL	Wrestling	Compete in a Regional event vs teams from several states.
Clay High	12/18-19, 2020	Valdosta, GA	Wrestling	Over border weekend trip vs excellent competition.
Clay High	12/29-30, 2020	Kissimmee, FL	Wrestling	Best invitational in the southest - see Regional and National competition.
Clay High	1/16/2021	Camden County, GA	Wrestling	Close competition and great competition.
Clay High	10/19-20,2020	Gulf Breeze, FL	Girls Golf	Regional Championship
Fleming Island High	12/4-5, 2020	Tampa, FL	Cheer	UCA Regional Competition - National Qualifier
Fleming Island High	3/4-7, 2021	Orlando, FL	Dance Team	NDA National Championship
Fleming Island High	1/17-18, 2021	The Villages Charter School	Dance Team	UDA - Florida Dance Championship
Middleburg High	10/31/20	Brunswick, GA	NJROTC	Orienteering Meet
Middleburg High	10/18-19, 2020	Gulf Breeze, FL	Boys Golf	Regional Tournament
Middleburg High	10/19-20, 2020	Pensacola, FL	Girls Golf	Regional Tournament
Oakleaf High	3/4-6, 2021	Orlando, FL	Spanish Students/Classes	Florida State Spanish Conference
Oakleaf High	3/12-13, 2021	Universal Studios, Orlando, FL	Band	Student performance and evaluation
Ridgeview High	10/24/20	Cairo, GA	NJROTC	Compete in Triathlon

DRAFT

Gap Analysis
Field trips provide students with a window to the real world that they don't get in the classroom, and they can help students understand real-world applications to abstract concepts.

Previous Outcomes
All out of county activity trips are selected, planned, evaluated, and approved or rejected in conformity with written district policy.

Expected Outcomes
It is important to recognize that learning outcomes from field trips can range from cognitive to affective outcomes. Exposing students to new experiences and can increase interest and engagement in academics regardless of prior interests.

Strategic Plan Goal
Ensure that every classroom provides a quality and rigorous instructional experience in order to elevate student outcomes.

Recommendation
That the Clay County School Board approve out of county student travel.

Contact
Roger Dailey, Assistant Superintendent of Curriculum & Instruction; roger.dailey@myoneclay.net; 904-336-6904
Treasure Pickett, Director of K-12 Academic Services; treasure.pickett@myoneclay.net; 904-336-6918

Financial Impact
None

Review Comments

Attachments

- Nov 2020 - Student Travel.pdf

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: CLAY H.S

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier ✓ Other_____
   If Commercial Carrier or Other, please state type: Enterprise Van

3. Trip(s) Overnight: Yes ✓ No___ Trip(s) Out-of-State: Yes___ No ✓

4. Dates of Field Trip*: Dec 5th & Destination*: South Walton HS

5. Group Taking Trip: CLAY H.S. Wrestling

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip: Compete in a Regional event vs teams from several states. FHSAA Event

8. Supporting Florida Standards Benchmark(s) with Narrative(s):_____

9. Number of Students*: 16 Number of Chaperones*: 3

10. Cost Per Student: 0 Budget Code or Source to be charged: 1126
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*:_____ Returning Time*:_____

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Jason P Keahey Jones P Roop — Date 10/7/20
Teacher, Team Leader, Department Head, Etc.

Principal — Date 10/9/20

Assistant Superintendent — Date 10/13/20

Superintendent — Date

DRAFT

SEC-1-2723; E. 2/13/2019

Clay Wrestling Travel Social Distancing Protocol

Departing School and Traveling.

1. Even though checked earlier in the week. Students will be temperature checked and monitored for health before travel. Under the weather students will be kept home. Coaches will verbally screen athletes as well.
2. Student Athletes will wear masks upon leaving school, while on route on a bus or van.
3. Students will follow FHSAA protocol on wearing a mask to weigh in the area and locker room as well as when not actively conducting the sport.

Overnight Stay in Hotel.

1. Students will be assigned to rooms where each has its own bed.
2. Student athletes will be instructed and checked for keeping hygiene, social distancing, and wearing masks procedures in their rooms. We will have regular check ups to lights out and after wake up.

Food.

1. Athletes will be served and eat or drink from individual bottles, cups and plates. No shared items.
2. A parent or coach will be the one who serves food. Gloves will be worn by the server.
3. We will continue to employ single use, throw away forks, spoons, and paper products.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: CLAY HIGH

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other_____
   If Commercial Carrier or Other, please state type: Enterprise Rental Co

3. Trip(s) Overnight: Yes ✓ No___ Trip(s) Out-of-State: Yes ✓ No___

4. Dates of Field Trip*: 12/18/20-12/19/20 Destination*: Valdosta HS

5. Group Taking Trip: CLAY Wrestling

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip: Over border weekend trip vs excellent competition.

8. Supporting Florida Standards Benchmark(s) with Narrative(s): X Protocals are attached X

9. Number of Students*: 16-18 Number of Chaperones*: 3

10. Cost Per Student: 0 Budget Code or Source to be charged: 1126
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*:_____ Returning Time*:_____

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc. — Date

Principal — Date 10-7-20

Assistant Superintendent — Date 10/12/20

Superintendent — Date 10/13/20

DRAFT

SEC-1-2723; E. 2/13/2019

Clay Wrestling Travel Social Distancing Protocol

Departing School and Traveling.

1. Even though checked earlier in the week. Students will be temperature checked and monitored for health before travel. Under the weather students will be kept home. Coaches will verbally screen athletes as well.
2. Student Athletes will wear masks upon leaving school, while on route on a bus or van.
3. Students will follow FHSAA protocol on wearing a mask to weigh in the area and locker room as well as when not actively conducting the sport.

Overnight Stay in Hotel.

1. Students will be assigned to rooms where each has its own bed.
2. Student athletes will be instructed and checked for keeping hygiene, social distancing, and wearing masks procedures in their rooms. We will have regular check ups to lights out and after wake up.

Food.

1. Athletes will be served and eat or drink from individual bottles, cups and plates. No shared items.
2. A parent or coach will be the one who serves food. Gloves will be worn by the server.
3. We will continue to employ single use, throw away forks, spoons, and paper products.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: CLAY High School

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other_____
   If Commercial Carrier or Other, please state type: Enterprise Rental Vans

3. Trip(s) Overnight: Yes ✓ No___ Trip(s) Out-of-State: Yes___ No ✓

4. Dates of Field Trip*: 12/29/20 - 12/30/20 Destination*: Osceola th S. Kissimmee.

5. Group Taking Trip: CLAY WRESTLING.

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip: Best Invitational in Southeast See Regional, and National Competition.

8. Supporting Florida Standards Benchmark(s) with Narrative(s): * Protocals are attached X X

9. Number of Students*: 16 Number of Chaperones*: 3

10. Cost Per Student: 0 Budget Code or Source to be charged: 1146
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*:_____ Returning Time*:_____

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

James P. Leary James P. Leary Teacher, Team Leader, Department Head, Etc.	Date
Cary Davis Principal	Date 10-7-20
Assistant Superintendent	Date 10/12/20
Superintendent	Date 10/13/20

DRAFT

SEC-1-2723; E. 2/13/2019

Clay Wrestling Travel Social Distancing Protocol

Departing School and Traveling.

1. Even though checked earlier in the week. Students will be temperature checked and monitored for health before travel. Under the weather students will be kept home. Coaches will verbally screen athletes as well.
2. Student Athletes will wear masks upon leaving school, while on route on a bus or van.
3. Students will follow FHSAA protocol on wearing a mask to weigh in the area and locker room as well as when not actively conducting the sport.

Overnight Stay in Hotel.

1. Students will be assigned to rooms where each has its own bed.
2. Student athletes will be instructed and checked for keeping hygiene, social distancing, and wearing masks procedures in their rooms. We will have regular check ups to lights out and after wake up.

Food.

1. Athletes will be served and eat or drink from individual bottles, cups and plates. No shared items.
2. A parent or coach will be the one who serves food. Gloves will be worn by the server.
3. We will continue to employ single use, throw away forks, spoons, and paper products.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: CLAY HIGH

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other_____
   If Commercial Carrier or Other, please state type: Enterprise Rental Vans

3. Trip(s) Overnight: Yes____ No✓ Trip(s) Out-of-State: Yes✓ No____

4. Dates of Field Trip*: Jan 16 Destination*: Camden County/

5. Group Taking Trip: CLAY Wrestling

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form.

7. Educational Value of Field Trip: Close competitions and great competition

8. Supporting Florida Standards Benchmark(s) with Narrative(s):

9. Number of Students*: 22 Number of Chaperones*: 3-4

10. Cost Per Student: 0 Budget Code or Source to be charged: 1126
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: _____ Returning Time*: _____

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

James P. Reagy — Teacher, Team Leader, Department Head, Etc. — Date 10/7/20

W. Cleveland Wells — Principal — Date 10/9/20

Assistant Superintendent — Date 10/12/20

Superintendent — Date

DRAFT

SEC-1-2723; E. 2/13/2019

Clay Wrestling Travel Social Distancing Protocol

Departing School and Traveling.

1. Even though checked earlier in the week. Students will be temperature checked and monitored for health before travel. Under the weather students will be kept home. Coaches will verbally screen athletes as well.
2. Student Athletes will wear masks upon leaving school, while on route on a bus or van.
3. Students will follow FHSAA protocol on wearing a mask to weigh in the area and locker room as well as when not actively conducting the sport.

Overnight Stay in Hotel.

1. Students will be assigned to rooms where each has its own bed.
2. Student athletes will be instructed and checked for keeping hygiene, social distancing, and wearing masks procedures in their rooms. We will have regular check ups to lights out and after wake up.

Food.

1. Athletes will be served and eat or drink from individual bottles, cups and plates. No shared items.
2. A parent or coach will be the one who serves food. Gloves will be worn by the server.
3. We will continue to employ single use, throw away forks, spoons, and paper products.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: Clay High School

2. Transportation (Check One):
School Bus(s)____ Private Vehicle(s)____ Commercial Carrier____ Other X Van
If Commercial Carrier or Other, please state type:____

3. Trip(s) Overnight: Yes X No____ Trip(s) Out-of-State: Yes____ No X

4. Dates of Field Trip*: 10-19-2020 - 10-20-2020 Destination*: Gulf Breeze FL.

5. Group Taking Trip: Girls Golf

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form.____

7. Educational Value of Field Trip:
Girls Golf Regional Championship
Protocols attached

8. Supporting Florida Standards Benchmark(s) with Narrative(s):

9. Number of Students*: 5 Number of Chaperones*: 1

10. Cost Per Student:____ Budget Code or Source to be charged: 5100.0331
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 10-19-2020 7:00 AM Returning Time*: 10-20-2020 - TBD
**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

(David Starnes, Clay High Girls Golf coach) 10/14/2020
Teacher, Team Leader, Department Head, Etc. Date

Principal Date 10/15/20

Assistant Superintendent Date 10/20/20

Superintendent Date

DRAFT

To whom it may concern,
Below you will find safety precautions that we will take before, during, and after the trip to the Girls Golf Regional Championships.

1. Before we leave all students will be asked the Covid-19 screening questions. Any student that shows signs of Covid-19 will not be allowed on the trip.
2. Students will be required to wear masks when social distancing is not possible.
3. Students are required to wear a mask while in the van.
4. Students will be staying two(2) per room.
    A. Students will be assigned to rooms where each has its own bed.
    B. Student athletes will be instructed for keeping hygiene, social distancing, and wearing masks procedures in their rooms.
    C. We will have regular check ups
5. Hand Sanitizer will be provided to students at all times.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: FHH

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s) X Commercial Carrier_____ Other_____
   If Commercial Carrier or Other, please state type:_____

3. Trip(s) Overnight: Yes X No___ Trip(s) Out-of-State: Yes___ No___

4. Dates of Field Trip*: 12/~~3~~4-5 Destination*: Tampa, FL

5. Group Taking Trip: V & JV Cheer

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip: UCA Regional Competition
   Nationals Qualifier

8. Supporting Florida Standards Benchmark(s) with Narrative(s): *waiting on*
   Protocols

9. Number of Students*: 50 Number of Chaperones*: 4

10. Cost Per Student:_____ Budget Code or Source to be charged:_____
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 11am (12/4) Returning Time*: 10pm (12/5)

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 9/25/20
Principal	Date 9/29/2020
Assistant Superintendent	Date 10/12/20
Superintendent	Date 10/13/20

DRAFT

Cox, Kimberly <kim.cox@myoneclay.net>

Fwd: FIHS Competition Team Travel information

1 message

Pickett, Treasure <treasure.pickett@myoneclay.net> Tue, Oct 20, 2020 at 2:47 PM
To: Kimberly Cox <kim.cox@myoneclay.net>

Would you print for me?

---------- Forwarded message ---------
From: **Thomas Pittman** <thomas.pittman@myoneclay.net>
Date: Tue, Oct 20, 2020 at 1:59 PM
Subject: Re: FIHS Competition Team Travel information
To: Mercer, Amy <amy.mercer@myoneclay.net>, Treasure Pickett <treasure.pickett@myoneclay.net>
CC: Ryan Andrews <ryana@gators.ufl.edu>, Tiffany Hradil <tiffany.hradil@myoneclay.net>, Travis Cunningham <travis.cunningham@myoneclay.net>

Will you add to request form - FIHS Dance

Mrs. Pickett,

Here is the travel plan for the cheerleading team.

Tom Pittman

Sent from my iPhone

On Oct 20, 2020, at 1:35 PM, Mercer, Amy <amy.mercer@myoneclay.net> wrote:

Mr. Pittman,

Below is our travel outline for the competition that will take place in Tampa, FL on the weekend of December 5th.

At this point, Oct 20, cheerleaders will ride in parent cars to the event on Friday afternoon. We can look at getting a bus but will have to find funding for it.

Cheerleaders will stay 4-6 per hotel room. We plan to stay at the Embassy Suites Downtown Tampa. These rooms have 2 queen beds and a full size pull out couch. There is a bedroom and living room at this hotel and we have stayed there in the past utilizing space and helping defer costs.

Students will wear masks while traveling. The only time they will not have mask mandatory is when eating, practicing, performing or sleeping.

DRAFT

Competition will be within walking distance at the Tampa Convention Center. We will stay at the hotel until our required arrival time. Students will wear masks to the Center and warm up area. They will take masks off during warm ups and then put them back on to travel down hallways to the competition area.

At this point, spectators for our group will be allowed in when we perform and then will be required to exit the competition area. We are working with UCA to see where the holding area or waiting area is since we will not be allowed to sit indoors until results of competition.

Parents will transport their own children back to Fleming Island.

Amy Mercer Grimm
TEACHER, FAMILY/CONSUMER SCIENCES
CHEERLEADING COACH
EAGLETS PRESCHOOL DIRECTOR
FIH
Clay County District Schools
| phone 904-336-7500| **ext** 67679
| web oneclay.net | **email** amy.mercer@myoneclay.net

This Email Is Not An Acceptable Offer And Does Not Evidence Any Intention By The Sender To Enter Into A Contract.

DRAFT

--

Treasure Pickett
K12 DIRECTOR, K12
K12
Clay County District Schools
| phone 904-336-6919| **ext** 66918
| web oneclay.net | **email** treasure.pickett@myoneclay.net

This Email Is Not An Acceptable Offer And Does Not Evidence Any Intention By The Sender To Enter Into A Contract.

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: Fleming Island High School

2. Transportation (Check One):
   School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier ✓ Other _____
   If Commercial Carrier or Other, please state type: Charter bus

3. Trip(s) Overnight: Yes ✓ No ____ Trip(s) Out-of-State: Yes ____ No ✓

4. Dates of Field Trip*: March 4-7, 2021 Destination*: Orlando - The Caribe Royale

5. Group Taking Trip: Dance Team

6. If using private vehicles, list approved driver(s): _____

7. Educational Value of Field Trip: N/A
   NDA National Championship

8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A

9. Number of Students*: 20 Number of Chaperones*: 2

10. Cost Per Student: $ 750.00 Budget Code or Source to be charged: Int. Acct. - 4036
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 3/4/21 - 8:00am Returning Time*: 3/7/21 - 11:30 pm

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Christy C. Napier Teacher, Team Leader, Department Head, Etc.	10/9/2020 Date
 Principal	10/12/20 Date
 Assistant Superintendent	10/15/20 Date
 Superintendent	10/20/20 Date

DRAFT

Fleming Island Dance Team

Coach: Christy Napier

Travel Plan for NDA Nationals

March 4-7, 2021

Location: The Caribe Royale Resort and Convention Center - Orlando, FL

We will depart FIHS at noon on March 4 and travel to Orlando via charter bus. Students will return home on the evening of March 7 with their own families.

DRAFT

1. Before we leave Fleming Island all dancers will be asked the Covid-19 screening questions and temperatures will be checked. Any student that shows signs of Covid-19 will not be allowed on the trip.
2. Students will be required to wear masks at all times when social distancing is not possible.
3. Students are required to wear a mask while on the bus.
4. Students will be staying 4 per room. This is a suite style hotel, so there is an extra room available for sleeping.
   A. Students will be assigned to rooms with family members when possible (we have sisters and cousins on the team)
   B. Student athletes will be instructed for keeping hygiene, social distancing, and wearing masks procedures in their rooms.
   C. Rooms will be cleaned daily.
   D. We will have regular check ups
5. Hand Sanitizer will be provided to students at all times. They will be provided with individual bottles as well as large bottles for team use.
6. Temperature screeding and covid screening questions will be asked daily while on the trip.

Covid-19 rules for the competitions are attached.

VARSITY SPIRIT
COVID-19 COMPETITION RULES
(Updated 9.16.2020)

Safety is our priority for your competition experience. We are deeply committed to the safety and well-being of our athletes, coaches and spectators. We are prepared to administer a competition that will meet the state and local guidelines related to COVID-19 at the time of the event. While the final details and schedule of any competition could require up to the day adjustments, and all guidelines are subject to change based on Centers for Disease Control and Prevention ("CDC"), federal, state and local guidance, please be assured that Varsity Spirit is committed to delivering the same quality of competition experience for which we are known. We appreciate your understanding of the flexibility this will require.

Below, you will find the guidance that we believe is necessary for each identified group to follow in order to conduct a safe and enjoyable competition.

COMPETITION VENUE/FACILITY

- Follow reopening orders as well as health, safety and distancing requirements for open businesses in the applicable county/city/state.
- Enhanced cleaning and sanitization practices including but not limited to:
    - Restroom facilities will have proper sanitation areas for frequent handwashing and be properly stocked with soap, paper towels, trash can by exit, etc.
    - Sanitization stations throughout facility
    - Remove or prop open doors or other high touch points for entry/exit (if feasible).
    - No drinking from water fountains. If permitted by the venue, water fountains may be used only to refill water bottles.
- Cleaning / sanitization of performance floors with cleaner on the Environmental Protection Agency's list of disinfectants for use against SARS- CoV-2 accepted methods, to be completed by Varsity personnel as may be reasonably necessary or otherwise directed by the CDC.
- Establish a designated holding area for any person(s) to go to if feeling ill or to isolate while coordinating exit from facility or transport offsite.

ORGANIZATION (GYM, STUDIO, SCHOOL, ETC.)

- These COVID-19 Competition Rules are, where applicable to coaches, gym owners and athletes, incorporated into the Varsity Spirit Competition Rules and Regulations.
- Coach or other authorized adult must be present at all times with their team(s) and responsible for the enforcement of the established rules, including recognizing when a performer should be removed from the competition for signs/symptoms or violation of rules.
- Provide a copy of these rules to all athletes/coaches/parents/spectators.
- Additional rules/guidelines may be communicated prior to each competition, examples of which include spectator capacity limitations and admission fees, how the crowd and traffic flow will be managed, as well as other measures intended to provide a safe environment that adheres to social distancing. The Organization must ensure any additional rules/guidelines are provided to all athletes/coaches/parents/spectators.
- Educate athletes/coaches/parents/spectators about COVID-19, how it spreads (including through persons who are asymptomatic), all symptoms of COVID-19, proper hygiene (e.g., avoiding touching face, vigorous washing of hands etc.), and the importance of social distancing. For additional information on COVID education and safety tips, click here.

ALL PERSONS IN ATTENDANCE (VARSITY PERSONNEL, ATHLETES, COACHES, SPECTATORS, ETC.)

- Anyone that feels sick or living with a house member who is currently sick, feels sick, or shows any symptoms of COVID-19 listed by the CDC, including cough, shortness of breath, fever, chills, muscle pain, sore throat, and new loss of taste or smell, has been diagnosed or presumed positive for COVID-19, or has been around someone who has been diagnosed or presumed positive for COVID-19, currently or within the last 14 days, must stay home.

DRAFT

- Anyone that develops symptoms while at competition must immediately inform Varsity personnel and comply with the procedure of removal from the competition area. They must cooperate with Varsity and make a list of all persons whom they have been in close contact with (the CDC defines close contact as being within 6 feet of someone for a period of 15 minutes or more), including in the 48-hour period before developing symptoms.
- Anyone with pre-existing conditions/compromised immune system should speak with their doctor and get clearance from their doctor before attending the competition.
- Athletes, coaches and Varsity personnel will monitor themselves for symptoms of COVID-19 listed by the CDC, including cough, shortness of breath, fever, chills, muscle pain, sore throat, and new loss of taste or smell, and check their own temperature each morning, both 7 days prior to attending competition and every morning before attending competition. If the person displays any COVID-19 symptoms or a temperature of over 100° Fahrenheit, during the 7 days before competition or any morning of competition, they must remain home and report their symptoms and temperature to the appropriate competition contact.
- Engage in physical distancing of at least 6 feet, or other distance imposed by state and local guidelines.
- Provide their own face covering which shall be worn at all times, except for athletes when on the practice and performance floors.
- No drinking from water fountains. If permitted by the venue, water fountains may be used only to refill water bottles.
- Bring their own wipes/tissue/hand sanitizer.
- Follow all best practices for personal hygiene. Avoid touching face covering, eyes, nose or mouth. Wash hands with soap and water for at least 20 seconds before and after touching face covering or face.
- Respiratory etiquette - cover their coughs and sneezes with a tissue or use the inside of their elbow. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds. If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used.

VARSITY SPIRIT PERSONNEL

- Will be educated on the COVID-19 Competition Rules, and complete additional Varsity training related to new competition guidelines.
- Will be trained on COVID-19 protocols in place and have name and contact info for designated COVID-19 point of contact for the competition.
- May give verbal instructions to competition attendees throughout the day on social distancing requirements and/or other safety protocols.
- Spotting/safety procedures should not be minimized due to social distancing.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

*need safety protocols

1. School Requesting: Fleming Island High School

2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) ✓ Commercial Carrier _____ Other _____ travel hotel etc.
If Commercial Carrier or Other, please state type: _____

3. Trip(s) Overnight: Yes ✓ No ___ Trip(s) Out-of-State: Yes ___ No ✓
*Maybe just a 1 day trip-1/18- with no overnight-depends on times

4. Dates of Field Trip*: 1/17/20- 1/18/20 Destination*: The Villages Charter School

5. Group Taking Trip: Dance Team

6. If using private vehicles, list approved driver(s): TBD- will be parents approved by School

7. Educational Value of Field Trip: N/A
UDA - Florida Dance Championship

8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A

please update when times released

9. Number of Students*: 20 Number of Chaperones*: 2

10. Cost Per Student: $150 Budget Code or Source to be charged: Internal Acct - 4036
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 5:00am Returning Time*: 11:30pm

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Christy Napier Teacher, Team Leader, Department Head, Etc.	10/12/20 Date
 Principal	10/12/20 Date
 Assistant Superintendent	10/15/20 Date
 Superintendent	10/20/20 Date

DRAFT

Fleming Island Dance Team

Coach: Christy Napier

Travel Plan for UDA Florida Dance Championship on January 18

Location: The Villages Charter School - The Villages, Florida

In the event that we are scheduled with an early morning time, we will depart Fleming Island at 2pm on January 17 and stay in a hotel in The Villages. If we have a late performance time, we will drive down the morning of January 18. We will return the evening of January 18.

1. Before we leave Fleming Island all dancers will be asked the Covid-19 screening questions. Any student that shows signs of Covid-19 will not be allowed on the trip.
2. Students will be required to wear masks at all times when social distancing is not possible.
3. Students are required to wear a mask while in the cars if they are not with immediate family.
4. If a hotel stay is required, students will be staying four per room.
   A. Students will be assigned to rooms with family members when possible (we have sisters and cousins on the team)
   B. Student athletes will be instructed for keeping hygiene, social distancing, and wearing masks procedures in their rooms.
   C. We will have regular check ups
5. Hand Sanitizer will be provided to students at all times. They will be provided with individual bottles as well as large bottles for team use.

Covid-19 rules for the competitions are attached.

DRAFT

VARSITY SPIRIT
COVID-19 COMPETITION RULES
(Updated 9.16.2020)

Safety is our priority for your competition experience. We are deeply committed to the safety and well-being of our athletes, coaches and spectators. We are prepared to administer a competition that will meet the state and local guidelines related to COVID-19 at the time of the event. While the final details and schedule of any competition could require up to the day adjustments, and all guidelines are subject to change based on Centers for Disease Control and Prevention ("CDC"), federal, state and local guidance, please be assured that Varsity Spirit is committed to delivering the same quality of competition experience for which we are known. We appreciate your understanding of the flexibility this will require.

Below, you will find the guidance that we believe is necessary for each identified group to follow in order to conduct a safe and enjoyable competition.

DRAFT

COMPETITION VENUE/FACILITY

- Follow reopening orders as well as health, safety and distancing requirements for open businesses in the applicable county/city/state.
- Enhanced cleaning and sanitization practices including but not limited to:
    - Restroom facilities will have proper sanitation areas for frequent handwashing and be properly stocked with soap, paper towels, trash can by exit, etc.
    - Sanitization stations throughout facility
    - Remove or prop open doors or other high touch points for entry/exit (if feasible).
    - No drinking from water fountains. If permitted by the venue, water fountains may be used only to refill water bottles.
- Cleaning / sanitization of performance floors with cleaner on the Environmental Protection Agency's list of disinfectants for use against SARS- CoV-2 accepted methods, to be completed by Varsity personnel as may be reasonably necessary or otherwise directed by the CDC.
- Establish a designated holding area for any person(s) to go to if feeling ill or to isolate while coordinating exit from facility or transport offsite.

ORGANIZATION (GYM, STUDIO, SCHOOL, ETC.)

- These COVID-19 Competition Rules are, where applicable to coaches, gym owners and athletes, incorporated into the Varsity Spirit Competition Rules and Regulations.
- Coach or other authorized adult must be present at all times with their team(s) and responsible for the enforcement of the established rules, including recognizing when a performer should be removed from the competition for signs/symptoms or violation of rules.
- Provide a copy of these rules to all athletes/coaches/parents/spectators.
- Additional rules/guidelines may be communicated prior to each competition, examples of which include spectator capacity limitations and admission fees, how the crowd and traffic flow will be managed, as well as other measures intended to provide a safe environment that adheres to social distancing. The Organization must ensure any additional rules/guidelines are provided to all athletes/coaches/parents/spectators.
- Educate athletes/coaches/parents/spectators about COVID-19, how it spreads (including through persons who are asymptomatic), all symptoms of COVID-19, proper hygiene (e.g., avoiding touching face, vigorous washing of hands etc.), and the importance of social distancing. For additional information on COVID education and safety tips, click here.

ALL PERSONS IN ATTENDANCE (VARSITY PERSONNEL, ATHLETES, COACHES, SPECTATORS, ETC.)

- Anyone that feels sick or living with a house member who is currently sick, feels sick, or shows any symptoms of COVID-19 listed by the CDC, including cough, shortness of breath, fever, chills, muscle pain, sore throat, and new loss of taste or smell, has been diagnosed or presumed positive for COVID-19, or has been around someone who has been diagnosed or presumed positive for COVID-19, currently or within the last 14 days, must stay home.

- Anyone that develops symptoms while at competition must immediately inform Varsity personnel and comply with the procedure of removal from the competition area. They must cooperate with Varsity and make a list of all persons whom they have been in close contact with (the CDC defines close contact as being within 6 feet of someone for a period of 15 minutes or more), including in the 48-hour period before developing symptoms.
- Anyone with pre-existing conditions/compromised immune system should speak with their doctor and get clearance from their doctor before attending the competition.
- Athletes, coaches and Varsity personnel will monitor themselves for symptoms of COVID-19 listed by the CDC, including cough, shortness of breath, fever, chills, muscle pain, sore throat, and new loss of taste or smell, and check their own temperature each morning, both 7 days prior to attending competition and every morning before attending competition. If the person displays any COVID-19 symptoms or a temperature of over 100° Fahrenheit, during the 7 days before competition or any morning of competition, they must remain home and report their symptoms and temperature to the appropriate competition contact.
- Engage in physical distancing of at least 6 feet, or other distance imposed by state and local guidelines.
- Provide their own face covering which shall be worn at all times, except for athletes when on the practice and performance floors.
- No drinking from water fountains. If permitted by the venue, water fountains may be used only to refill water bottles.
- Bring their own wipes/tissue/hand sanitizer.
- Follow all best practices for personal hygiene. Avoid touching face covering, eyes, nose or mouth. Wash hands with soap and water for at least 20 seconds before and after touching face covering or face.
- Respiratory etiquette - cover their coughs and sneezes with a tissue or use the inside of their elbow. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds. If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used.

VARSITY SPIRIT PERSONNEL

- Will be educated on the COVID-19 Competition Rules, and complete additional Varsity training related to new competition guidelines.
- Will be trained on COVID-19 protocols in place and have name and contact info for designated COVID-19 point of contact for the competition.
- May give verbal instructions to competition attendees throughout the day on social distancing requirements and/or other safety protocols.
- Spotting/safety procedures should not be minimized due to social distancing.

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: Middleburg High School

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other ✓
   If Commercial Carrier or Other, please state type: Van Rental - Enterprise

3. Trip(s) Overnight: Yes ✓ No____ Trip(s) Out-of-State: Yes____ No ✓

4. Dates of Field Trip*: 10/18/20 - 10/19/20 Destination*: Gulf Breeze, FL

5. Group Taking Trip: Boys Golf - Regional Tournament.

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip:
protocols attached

8. Supporting Florida Standards Benchmark(s) with Narrative(s):

9. Number of Students*: 5 Number of Chaperones*: 1

10. Cost Per Student:_____ Budget Code or Source to be charged:_____
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 7:00 AM 10/18/20 Returning Time*: 11:00 PM 10/19/20

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 10/14/20
Principal	Date 10/14/20
Assistant Superintendent	Date 10/15/20
Superintendent	Date 10/15/20

DRAFT

Boys Golf Regional Tournament Travel Plan
Middleburg High School
Coach: Travis Tipton

The boys 2A golf regional will be at Tiger Point Golf course in Pensacola, Fl on Monday 10/19. Below is the travel plan for Middleburg High School.

Rent a van from Enterprise for the players and equipment.

Leave: Sunday 10/18 7AM
Arrive: Sunday 10/18 1PM
Practice rounds are available at 1PM on Sunday 10/18

Stay in Gulf Breeze overnight, Sunday 10/18
2 rooms
Room 1: Chase Carroll, Elvis Edgington, Will Polan
Room 2: Coach Tipton, Blayke Hansen, Parker Robinson

Tournament is Monday 10/19
Tee Times start at 9AM

Leave Gulf Breeze: Monday 10/19 5PM
Arrive Home: Monday 10/19 11 PM

Covid-19 Plan: Coach Tipton, along with all MHS Golfers(Chase Carrol, Will Polan, Elvis Edgington, Blayke Hansen and Parker Robinson) will be required to wear a mask at all times while inside when unable to social distance. Players will be able to remove their masks while competing but must maintain social distancing where appropriate based on FHSAA guidelines for golf. Players will be required to answer the screening questions on Sunday 10/18 and Monday 10/19 and will be documented on the Covid screening form.

Summary:

The boys 2A golf regional will be at Tiger Point Golf course in Pensacola, Fl on Monday 10/19. The Middleburg boys golf team would like to leave around 7AM on Sunday 10/18 to travel to Gulf Breeze, Fl. We want to play our practice round at Tiger Point Golf club at 1PM on Sunday 10/18. It is free for the boys to walk the course at that time. The boys, along with Coach Tipton would stay the night in Gulf Breeze. The Regional Tournament will start on Monday morning at 9AM at Tiger point golf club. After the tournament and trophy ceremony we will travel back to Middleburg High School and arrive home around 11PM Monday 10/19. We would like to rent a van from Enterprise to accommodate the 6 of us plus equipment.

Thank you for your Help,
Coach Tipton

DRAFT

CCSD Covid-19 Athletics/Activites Monitoring Form

Weekly questions asked to student individually:

1) Have you been diagnosed with COVID-19 within the last 14 days?

2) Have you been notified by the health department of being in close contact with a positive COVID-19 case, and or live with a family member who has tested positive for COVID-19 within the last 14 days?

3) Have you experienced signs or symptoms of COVID-19 such as fever, cough or shortness of breath within the last 14 days?

****If student answers YES to any question, student will be asked to leave immediatley. ****

School:		Team:		Coach/Sponsor filling out form:	
Student Name:	Week	Week	Week	Week	Week
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

1. School Requesting: Middleburg High School

2. Transportation (Check One):
   School Bus(s) _____ Private Vehicle(s) ✓ Commercial Carrier _____ Other _____
   If Commercial Carrier or Other, please state type: _____

3. Trip(s) Overnight: Yes ✓ No ___ Trip(s) Out-of-State: Yes ___ No ✓

4. Dates of Field Trip*: 10/19 - 10/20/2020 Destination*: Regional Tournament in Ruskin FL/Golf Bu

5. Group Taking Trip: Girls Golf

6. If using private vehicles, list approved driver(s): Daniel Pearce

7. Educational Value of Field Trip: Athletics
   motorcoils attached

8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A

9. Number of Students*: 1 Number of Chaperones*: 1

10. Cost Per Student: _____ Budget Code or Source to be charged: _____
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: Monday 10/19/20 7:00 AM Returning Time*: Tuesday 10/20/20 11:00 PM

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 10/14/20
Principal	Date 10/14/20
Assistant Superintendent	Date 10/15/20
Superintendent	Date 10/20/20

DRAFT

SEC-1-2723 E. 10/06/2023

Girls Golf Regional Tournament Travel Plan
Middleburg High School
Coach: Daniel Pearce

The girls 2A golf regional tournament will be at Tiger Point Golf Club in Pensacola, Florida on Tuesday 10/20.
Below is the travel plan for Middleburg High School

Personal Vehicles will be used: Sarah Smart, Lydia Smart's mother will be driving her personal vehicle and taking Lydia to the tournament. Daniel Pearce will meet Lydia and Sarah in Pensacola.

Leave: Monday 10/19 at 7AM
Arrive: Monday 10/19 at 1PM
Practice 2PM at the driving range and putting green.

Stay in Gulf Breeze overnight, Monday 10/19

Lydia will be staying with her mom in one room.

Coach Pearce will be in another room.

Tournament is Tuesday 10/20 at 8:30AM

Leave Gulf Breeze: Tuesday 5:00PM
Arrive Home: Tuesday 10/20 11:00 PM

Covid-19 Plan: Lydia and Coach Pearce will be required to wear masks at all times while inside or not socially distanced. Lydia will be able to remove her mask while competing but must maintain social distancing where appropriate based on FHSAA guidelines for golf. Player will be required to answer the screening questions on Monday 10/19 and Tuesday 10/20 and will be documented on Covid screening form.

Summary:

The girls 2A golf regional tournament will be at Tiger Point Golf Club in Pensacola, Florida on Tuesday 10/20. Lydia and her mom plan to leave Monday 10/19 at 7:00AM to travel to Pensacola/Gulf Breeze, FL. We plan to practice Monday after arriving at Tiger Point Golf Club. Lydia would stay the night with her mother Monday night. Coach Pearce would stay Monday night in a separate room. The regional tournament will begin Tuesday 10/20 at 8:30AM. After the tournament and ceremony Lydia will travel home with her mom and Coach Pearce will travel back to Middleburg separately arriving around 11:00 PM Tuesday 10/20.

Thank you,

Daniel Pearce
Girls Golf Coach

DRAFT

CCSD Covid-19 Athletics/Activites Monitoring Form

Weekly questions asked to student individually:

1) Have you been diagnosed with COVID-19 within the last 14 days?

2) Have you been notified by the health department of being in close contact with a positive COVID-19 case, and or live with a family member who has tested positive for COVID-19 within the last 14 days?

3) Have you experienced signs or symptoms of COVID-19 such as fever, cough or shortness of breath within the last 14 days?

****If student answers YES to any question, student will be asked to leave immediatley. ****

School:		Team:		Coach/Sponsor filling out form:	
Student Name:	Week	Week	Week	Week	Week
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO

DRAFT

ADMINISTRATIVELY APPROVED
Received too late for Oct, 2020 Board Meeting
Received for Information: November 5, 2020

SCHOOL DISTRICT OF CLAY

FIELD TRIP REQUE

1. School Requesting: MHS

2. Transportation (Check One):
School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other Rental
If Commercial Carrier or Other, please state type:_____

3. Trip(s) Overnight: Yes____ No X Trip(s) Out-of-State: Yes X No____

4. Dates of Field Trip*: 31 Oct 20 Destination*: Brunswick GA

5. Group Taking Trip: NJROTC

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form._____

7. Educational Value of Field Trip: Orienteering Meet

8. Supporting Florida Standards Benchmark(s) with Narrative(s):_____

9. Number of Students*: 15 Number of Chaperones*: 1

10. Cost Per Student: 0 Budget Code or Source to be charged: NJROTC
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 0600 Returning Time*: 1700

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 16 Sep 20
Principal	Date 9/16/20
Assistant Superintendent	Date 9/23/20
Superintendent	Date 9/24/20

DRAFT

Out of City
✓ Overnight

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

*be aware-early approval, but will revisit in Jan for states.

1. School Requesting: Oakleaf High School

2. Transportation (Check One):
School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier_____ Other Hilert
If Commercial Carrier or Other, please state type: Car / van rentals

3. Trip(s) Overnight: Yes ✓ No___ Trip(s) Out-of-State: Yes___ No ✓

4. Dates of Field Trip*: 3/4 - 3/6 Destination*: Orlando

5. Group Taking Trip: Spanish Students/classes

6. If using private vehicles, list drivers you wish to designate as A
the Board form.

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
November 5, 2020

7. Educational Value of Field Trip: See attach
in Spanish Language.

8. Supporting Florida Standards Benchmark(s) with Narrative(s): St 1: Interpersonal listening St 2 Interpersonal communication: Presentational Speaking Connections & Communities

9. Number of Students*: 16 Number of Chaperones*: 3

10. Cost Per Student: 300$ Budget Code or Source to be charged: Spn Club 4020
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 3/4 8am Returning Time*: 3/6 4pm

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc. — Date 9/1/20

Principal — Date 9/3/2020

Assistant Superintendent — Date 9/8/20

Superintendent — Date

DRAFT

SEC-1-2723; E. 2/13/2019

March 3-5

1. Students will be traveling in 3 minivans. Since we are unable to socially distance students will be required to wear their mask during transport.

2. Students will be 3 to 4 to a room.
    a. 2 rooms will have bunk beds and 2 double beds so those students will be able sleep in their own bed.

    b. 4 rooms will have 2 students/ if cost allows.

3. Competition rooms generally only have 2 judges and 5 participants outsiders and audience are not permitted in the rooms
    a. The competitions rooms have plenty of space to social distance and students will be required to wear their mask around the hotel.

    b. The hotel has a lot of outside spaces and areas with seating.

4. I will host two parent meetings 1 presenting all the information and safety protocols about the trip and a second to review all the protocols in place for the trip.

5. Each Parent will be provided with the covid waiver that will be signed and verified before the trip in March.

DRAFT

FLORIDA STATE SPANISH CONFERENCE



YOU ARE AN ACHIEVER - WELCOME!

DRAFT

The Florida State Spanish Conference (FSSC) is an academic competition for high school students from across the state of Florida. In this site you will find all of the necessary information to register your school, all forms and contact information.

ABOUT US | Register for 2020 | Requirements

Events

Hotel



FSSC

ACADEMIC EVENTS

All 3 academic events contribute to the overall team score for state placement trophies. All necessary forms can be found under the *JOIN US* page or in the Segunda Circular mailing.

Impromptu Speeches

Each student will give a two-minute, non-memorized discourse on a given topic. (click *TEMAS* for list). Each school may have up to sixteen participants, but ALL registered team members must compete in this area. (See FSSC Constitution Article VIII Section 1A). Since no sponsor or chaperon may attend the impromptu competition, videotaping and photography of this competition is NOT permitted.

Evaluation

The judges will evaluate the student's ability to communicate ideas effectively regardless of language usage, pronunciation and stress, variety of vocabulary and structure agreement, as well as effective use of time.

Declamations

All levels must meet a two-minute minimum time. Anyone not meeting a two-minute minimum time CAN NOT receive a "sobresaliente"

Any 1A/B or 2A students not meeting a one-minute minimum time CAN NOT receive a "sobresaliente"

Evaluation

Dramatic Presentation

Each school may enter one skit or short play. If the play consists of two or three students, a minimum duration of six minutes is required. If four or more students are in a play a minimum time of eight minutes is required. The maximum time is fifteen minutes for both situations. Plays with prompting or any reading of parts, as well as plays not meeting the minimum time or exceeding maximum may not receive "sobresaliente". In this

Evaluation

The judges will evaluate the students' pronunciation and stress, proficiency in handling structure of language for their level, overall intonation and rhythm, memorization, as well as how well the presentation is supported.

DRAFT

Competitions:

There are three types of academic competitions:

Impromptu Speeches:

Every student will give a two-minute discourse on a given topic. A list of sample **topics is available on the web site: www.thefssc.org** under the **"HOW IT WORKS"** tab, find **TEMAS** page, **click on *odd years* button. Please note that the topics HAVE CHANGED.** Each school may have up to sixteen delegates on the team, however ***all*** delegates must participate in Impromptu Speech.

Declamation:

A ***maximum of six*** delegates may compete in an **oral presentation of a poem** (**1 min minimum** for **all** students in level 1A, 1B and level 2A; **2 min minimum** for levels 1C, 1D and 2B through level 6. Declamations are **not to exceed 3 minutes**.) *Costume and movements of interpretation permitted and encouraged. NO INSTRUMENTS OR SINGING OF THE DECLAMATION.*

Dramatic presentation:

Each school may enter one skit or short play, through which triple point value will be obtained. THE PLAY MUST BE OF SPANISH ORIGIN – A SPANISH AUTHOR – OR AN ADAPTATION OF ONE.

Level of Spanish Proficiency:

Students will compete according to the level of the class in which they are enrolled (Spanish I-VI). Students enrolled in an AP Spanish class should be listed according to the numerical level corresponding to their years of study of Spanish. There is no AP category, therefore ***AP Language*** is considered ***five years*** and ***AP Literature*** is considered ***six years***. Also, students will be classified according to their level of proficiency:

A. Students have ONLY learned Spanish in the classroom.
B. Students with limited outside experience at home or in a Spanish-speaking environment.
C. Students with extensive outside experience.
D. Students reared and educated in a Spanish-speaking environment.

Judging:

Two judges will rate each delegate on the basis of diction, interpretation, and over-all performance.

Awards:

Each entrant will receive one of four assessments: **"Bueno", "Excelente", "Superior"** and **"Sobresaliente"**.

In each of the school-size groupings defined by the Florida High School Activities Association **(9A, 8A, 7A, 6A, 5A, 4A, 3A, 2A, and 1A)** an outstanding school will be named in each division based on total points accrued by its delegates.

In order to have a chance at a trophy; a school must enter **ALL** three areas of competition with the maximum number of competitors allowed in each category.

DRAFT

Out of City Overnight

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

Just be prepared if trip has to be cancelled when date approaches due to safety concerns.

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
November 5, 2020

1. School Requesting: Oakleaf High School
2. Transportation (Chec School Bus(s)___ If Commercial Car ___ Other___
3. Trip(s) Overnight: Y
4. Dates of Field Trip*: March 12-13, 2021 Destination*: Universal Studios Orlando
5. Group Taking Trip: OHS Band
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form.
7. Educational Value of Field Trip: Student Performance and evaluation
8. Supporting Florida Standards Benchmark(s) with Narrative(s): MU 912 S1+2 Students will prepare work/music for performance and evaluation
9. Number of Students*: 80 Number of Chaperones*: 20
10. Cost Per Student: ___ Budget Code or Source to be charged: ___
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 4:00Am Returning Time*: 12:00 Am

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 9/28/20
Principal	Date 10/2/20
Assistant Superintendent	Date 10/6/20
Superintendent	Date 10/12/20

DRAFT

SEC-1-2723; E. 2/13/2019

OHS Band Universal Studios Orlando Trip

March 12-13, 2021

Rough Outline

March 12, 2021

4:00AM – Depart for Orlando
8:00AM – Arrive to Universal Studios and prepare for parade and evaluation
11:00AM – Students get time to visit Universal Studios parks
5:00PM – Depart for Blue Man Group performance (or comparable event based on availability)
7:00PM – Depart for evening meal
9:00PM – Arrive at hotel for evening

March 13, 2021

7:00AM – Breakfast at hotel
9:00AM – Arrive at Universal Studios Orlando for a day at the park
9:00PM – Depart for OHS
12:00AM – Arrive back to OHS

Itemized cost breakdown per student (estimates):
Park pass: $175
2 meal tickets per day: $18 x 4: $72
*Transportation: $50
Hotel: $35 (quad occupancy)
Miscellaneous expenses (determined once events are confirmed): $30
Estimated total per student: $362

*checking quotes on school busses and charter busses before confirming which route we will go

DRAFT

* Sample from Disney trip 2 yrs ago. This trip is modeled after the Disney Trip

November 5, 2018

Dear Regiment Parents/Guardians:

We are excited to announce that the Golden Regiment has been accepted to perform at Disney World in Orlando, FL this upcoming Spring! The program was evaluated by a committee at Disney after receiving our official application which also included multiple videos of the Golden Regiment. We have done our best to price check on transportation as well as hotels to find the best price without sacrificing quality for our student's enjoyment and safety! We have finalized the cost of the trip based on the tentative numbers we have at this point. Please note that with a shift in participants (in either direction) the price could fluctuate to some degree, but should be fairly close to the price we have now.

Trip Date: April 26th & 27th

Fri: Depart for Disney early am, park hours, parade performance, resume park hours, check into hotel

Sat: Check out, Park hours, Workshop, resume park hours, depart for OHS, and arrive in AM Sunday

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Price will include:

2 day non-hopper pass (1 park per day) **$187**
2 meal tickets (1 per day for all students) **$19x2=$38**
Transportation (Charter Bus) **$65 per person**
Hotel - Holiday Inn - (4 students per room) **$35 per student**
Disney Performance Fee $35
Location of the Parade and Workshop will be announced by Disney in the Spring
(Parade anticipated to be at Magic Kingdom, but not guaranteed)

Trip total is **$360.00 per student**

Chaperone Cost will be (based on our current numbers) **$322.00**
(Tickets, Transportation, Hotel – 2 per room)
Chaperones must also get fingerprinted through Clay County Schools prior to the trip at their own expense
Chaperones **must** ride the bus and stay in the same hotel

Payments can be made in full or through the following payment plan:
Payment Schedule is as follows:
November 27th - $100
January – 8th - $130
February 5th - $130 (chaperone $92)

If you have any questions please do not hesitate to ask! This will certainly be a great time for our students and a great showing of our program at the most **magical** place on earth!

Thanks,
Chris Gugel
Chad Robbins

DRAFT

ADMINISTRATIVELY APPROVED
Received too late for Oct, 2020 Board Meeting
Received for Information: November 5, 2020

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUES

1. School Requesting: RHS

2. Transportation (Check one): Van
   School Bus/s_____ Automobile/s X Commercial Carrier_____ Other_____
   If commercial or other, state type: _____

3. Trip(s) overnight: yes____ no X Trip(s) out-of-state: yes X no ____

4. Dates of Field Trip*: Oct 24 Destination*: Cairo High School Cairo, GA
   *For school buses . . . if more than one bus is requested, reference bus request form.

5. Group Taking Trip: NJROTC cadets

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board Form. N/A

7. Educational Value of Field Trip: To compete in Triathlon

8. Supporting SSS Benchmark(s): AT2.1.4.2 AT6.1.4.2 PE B2.4.1 AT2.4.2 PE 3.4.1 PE.A.3.4.2 PE.A4.3.4 PEA3.4.6 HEB1.4.2 HE1.4.3 HE1.4.3 PE.A.3.4.5 HEC2.4.9 HEB3.4.1 AT1.4.2

9. Number of Students*: 6. Number of Chaperones*: 1

10. Cost Per Student: Free Budget Code or Source to be charged: _____
    (Examples: Internal Accounts, 5100-331, Athletic Departments)

11. Departure Time*: 6am. Returning Time*: 5pm

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division Director or Supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be listed below.

Bus Requisition Number/s: _____ _____ _____ _____ _____

_____ _____ _____ _____ _____ _____

Teacher, Team Leader, Department Head, Etc.

Principal

District Office Approval

MIS12723
REV 7/29/1998

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NAVY JUNIOR RESERVE OFFICER TRAINING CORPS
CHARLIE COMPANY
CAIRO HIGH SCHOOL
CAIRO, GA 39828

1 September 2020

From: Senior Naval Science Instructor, NJROTC Cairo High School
To: NJROTC Units

Subj: Sixth Annual Cairo Triathlon Challenge – Plus (Change Two)

Ref: (a) National Standard Three-Position Air Rifle Rules (2018-2020)
(b) Navy Nationals SOP (www.thenationals.net)

Encl: (1) Drone Exhibition Rules of Engagement
(2) Agreement of Indemnity
(3) Pre-mishap plan
(4) ORM Risk Management Plan
(5) Entry Form
(6) Directions to Cairo High School
(7) Matrix / Schedule of Events

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1. **What:** Triathlon Challenge
2. **Where**: Cairo High School, 455 5th Street, Cairo, GA. 39828
3. **When**: Saturday, October 24, 2020
4. **Who:** 12 Six Cadet Teams may enter (Team of 3 Males & 3 Females)
5. **Cost:** $200 per team includes trophies, medals, and lunch for six cadets and two adults **(Only for units who did not pay previously)**
6. **How:** Forwarding the attached entry form and check for each team (Maximum of two teams per school) to Cairo High School NJROTC.

7. The Cairo High School NJROTC has put together a competition format that combines air rifle, brain brawl and athletics into a challenging test of physical fitness, academics and sporter rifle skill into one competitive meet. The meet will follow the guidelines and/or rules of each of the disciplines, giving the cadets not only a measure of how they will compete at field meets, STS meets and brain brawls later in the year, but also test the cadets overall skills in a one day competition. All six team members will compete in all three athletic events and at least one of the other two events (i.e. if they don't compete in the brain brawl, they must compete in the STS or vice versa). This year we have added a Drone competition to our meet as an exhibition event. It will not count toward the overall championship but it will give participating units the opportunity to try out a small drone event without committing to a full-size competition.

November 5, 2020 - Regular School Board Meeting

Title

C5 - Addendum A to 2017-2021 UNF Dual Enrollment Articulation Agreement

Description

The Addendum A is to add the High School Virtual Teaching Academy to our agreement.
A collaborative agreement between the University of North Florida and the School Board of Clay County for Dual Enrollment purposes. This agreement allows Clay County students to enroll in college courses on the UNF campus for both college credit and high school credit. This agreement outlines policies pertaining to Dual Enrollment and the roles and responsibilities of each entity.

Gap Analysis

N/A

Previous Outcomes

The purpose of adding this addendum to the agreement is that students from Clay County who have enrolled in courses at UNF, would qualify for this academy.

Expected Outcomes

One of the goals of Clay County is to increase the number of students who participate in academic accelerated programs - Dual Enrollment being one of those programs.

Strategic Plan Goal

The District will work closely with UNF in order to better advise students on the postsecondary opportunities available to all. Students who successfully pass a course earn acceleration points for their home schools while preparing themselves for college level work.

Recommendation

Approve Addendum A to 2017-2021 agreement between University of North Florida and the School Board of Clay County.

Contact

Roger Dailey, Chief of Academic Services; 904-336-6904; roger,dailey@myoneclay.net, Treasure Pickett, director of K-12 Academic Services; 904-336-6918; treasure.pickett@myoneclay.net

Financial Impact

No cost

Review Comments

Attachments

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C6 - Advertise the 2019-2020 through 2021-2022 Special Policies and Procedures (SP&P) Manual and set the Public Hearing for December 10, 2020.

Description

The Exceptional Student Education Special Policies and Procedures (SP&P) document provides information regarding the implementation of state and local policies. It is required under ESE Florida Statutes and is necessary for a district to be eligible for state or federal funding for special education and related services for excceptional students.

Gap Analysis

Adopting the Special Policies and Procedures (SP&P) document ensures Clay Countyis in compliance with statutes and regulations regarding the Education of Students with Disabilities.

Previous Outcomes

The Special Policies and Procedures (SP&P) document is in force for a multi-year cycle. The SP&P will cover 2019-2020 through 2021-2022 school years. Each covered period has previously been presented for adoption by the School Board of Clay County.

Expected Outcomes

Approval of the Special Policies and Procedures (SP&P) document by the School Board of Clay County will continue the cycle of compliance with the Florida Department of Education.

Strategic Plan Goal

Strategic Goal 1 Develop Great Educators and Leaders
Strategy 1.3 Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation

Advertise the 2019-2020 through 2021-2022 Special Policies and Procedures (SP&P) Manual and set the Public Hearing for December 10, 2020.

Contact

Roger Dailey, Chief Academic Officer, 904-336-6904, roger.dailey@myoneclay.net

Melanie Sanders, Director, Exceptional Student Education, 904-336-6866, melanie.sanders@myoneclay.net

Financial Impact

No financial impact.

Review Comments

Attachments

- 2019-2020 SP&P_ Clay.pdf
- SIGNATURE PAGE-2019-2022 (fillable) (1).pdf
- 19-20 Revisions to SP&P Manual.pdf
- Approval to Adv Revisions to 19 20 SP&P & Public Hearing.pdf

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FLORIDA DEPARTMENT OF EDUCATION

DIVISION OF K-12 PUBLIC SCHOOLS

BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Clay

EXCEPTIONAL STUDENT EDUCATION POLICIES AND PROCEDURES (SP&P)

EFFECTIVE DATE:

2019-2020 through 2021-2022

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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.

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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.

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- 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.

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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.

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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.

> The parent is informed via telephone that a written notification is being sent home that day. The parent will sign the original notification and return to the school via the student or in the self-addressed envelope provided. The parent will be provided a copy at that time. If the parent comes to the school after the phone call, the notification will be delivered on campus to the parent.

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

> The school administrator/designee will prepare the notice, copies and envelope to be given to the parent the day of the incident.

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

> The school user maintains current information regarding home, cell or work numbers, as well as email address(if available). The school level user or other designee will contact the parent via phone and send a copy of the same-day written notice home with the student.

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.

> Phone calls are noted in a log by the school level user and the notification is sent home. If the signed notification is not returned prior to the mailing/sending home of the incident report, the notification will be sent/mailed again with the report. If the notification remains unacknowledged, a copy will be mailed, certified mail, return receipt requested. If the notification still remains unacknowledged, a home visit by a school social worker and/or administrator will be arranged. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint and Seclusion".

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 supervising teacher will prepare a written account of the event on a template that mirrors the web reporting system and answers questions required by the FDOE web reporting system for seclusion and restraint. The school user will review the statement and transfer the content to the online web reporting system.

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

> Upon completion of the draft incident report, the school administrator/designee will notify the district level users to review the draft. The district level user provides approval to school level user to finalize the report. The school level user finalizes the report. The school administrator/designee mails or delivers the completed document to the parent for their signature.

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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.

The school administrator/designee maintains a signed incident report at the school. The Director of ESE can access a copy via the web reporting system. If the school administrator/designee is not able to secure parental acknowledgement, he/she will refer to a current list of e-mail and phone numbers to ask the parent to mail the document back to the school, using a self-addressed stamped envelope provided. If the parent doesn't return the signed incident report, the parent will be contacted again via phone, e-mail or other means. A second copy of the incident report will be mailed to the parent. An additional copy will be sent certified mail, return receipt requested. Other strategies could include home visits by administration and/or school social workers. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint and Seclusion."

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 Clay County School District prohibits the use of Restraint and Seclusion at Charter schools. A Clay County ESE Specialist is assigned to the charter school to provide guidance and monitor District, State, and Federal ESE practices. Restraint and Seclusion data is monitored both by a school-based ESE Specialist and by a district level team on a monthly basis. Clay County does not have any DJJ facilities or contracted residential facilities.

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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 collects and reports data, then notifies the appropriate district user. The district user reviews the report via the web reporting system and provides feedback to the school level user. The school level user then finalizes the report. The school level user reports to the administrator. The ESE Director reviews reports on a monthly basis.

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

Data collection and reporting will be completed as incidents occur. Schools will analyze the restraint and seclusion data on a monthly basis. Quarterly, schools submit the data analysis along with an action plan for reducing the number of incidents to the district. District level users and the ESE Director review the data analysis and action plan for each school to aid in providing supports to reduce the need for restraint or seclusion.

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.

(a) The district office will be notified of each incident by phone call to the district level users. The incident report draft will be available for district review immediately after input at the school level. Program specialists/school staff will monitor weekly for the need to review interventions. (b) The school administrator/designee will review the content of the incident and report and a member of the ESE Crisis Management team will receive a copy of the resulting draft and check for accuracy and compliance. (c) At the district office a notebook is maintained which contains the following: monthly incident monitoring reports, quarterly data analysis and action plans from schools who have reported incidents. This data is reviewed by program specialists on a monthly basis. (d) Parent receives a copy of the incident report within 3 days of the incident. The incident report is sent home(1st attempt). If not returned a copy is mailed (certified mail, return receipt) to the parent. (e) Program Specialists review and spot check to ensure the school maintains data to support parent's acknowledgements of the written notice and incident report. (f) Documentation is reviewed to determine if there is a need for a social worker or school administrator to provide written notice or the incident report to the parent at home.

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.

All personnel who apply Safe Crisis Management techniques at the classroom level have been certified as trained users. The initial training consists of 18 hours of intense supervision by certified trainers and recertification (7 hours) occurs yearly. All practices are monitored by the appropriate program specialist and by one of five certified trainers. Classroom visits and/or incident reviews are conducted with each occurrence. All administrators receive training which informs him/her of Safe Crisis Management policy and of the correct application of the strategies. Administrators are also given an opportunity to become trained practitioners. Program specialists are able to review all incident reports and attend meetings to review pro-social curricula and other interventions designed to reduce crisis events.

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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.

(a) Restraint and Seclusion data is shared with school administrators. School administrators share this data with appropriate classroom personnel and other school staff including but not limited to school counselors, behavior resource teachers, and school psychologists. The district expectation is that school and student data will be reviewed by the Safe Crisis Management team at the school level, and an action plan to reduce the number of incidents is submitted to the district quarterly. (b) The ESE district office downloads incident reports from the website on a monthly basis. These reports are analyzed to identify individual students who are frequently restrained or secluded. Data are then disseminated to program specialists with expertise in ASD, IND, and EBD students. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed includes individual education plans, functional behavior assessments, positive behavior intervention plans, and matrix of services when appropriate. Based upon a careful analysis of these data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors which have caused high frequency use of restraint and seclusion.

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.

Safe Crisis Management(SCM) is the district selected program to train personnel. Multiple programs are not used.

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

State Board Certified SCM trainers offer initial certification twice a year and recertification programs on monthly or bi-monthly basis from September through February. Personnel to be trained may include but not limited to behavioral health assistants, ESE teachers, and administrators.

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

Copies of professional development sign in sheets and training evaluation forms are maintained at the district level.

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

The county trainers are required to complete annual refresher training provided by JKM training, Inc., who are the creators of Safe Crisis Management. Recertification for trainers takes place annually. SCM requires annual refresher trainings of previously certified personnel such as behavioral health assistants, ESE teachers, and administrators. These trainings are conducted by the county trainers throughout the school year. Classes are offered multiple times throughout the school year in order to meet annual recertification dates of employees.

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

The behavioral health assistant job description requires SCM certification as a condition of employment. Furthermore, any ESE teacher who is assigned a SWD whose behavior profiles indicate a high likelihood of the need for restraint or seclusion is trained. Likewise, school administrators who supervise these teachers are offered training.

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

The Clay County School District prohibits the use of Restraint and Seclusion at Charter schools.

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

The Clay County School District prohibits the use of Restraint and Seclusion at Charter schools.

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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 goal for the 2019-2020 school year is to reduce the number of restraints by 5% The goal for the 2020-2021 school year is to reduce the number of restraints by 5%

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.

> There were 118 incidents of restraint during the 2017-2018 school year between August 1, 2017 and July 31, 2018.

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

> Total number of incidents of restraints for the 2018-19 school year: 53 Total number of incidents of restraints for the 2019-20 school year: 48

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

> The percentage of decrease from the 2017-18 and 2018-19 rates of restraints was 55% The percentage of decrease from the 2018-19 and 2019-20 rates of restraint was 9.4%

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

There were 53 incidents of restraint during the 2018-2019 school year within Clay County District Schools between August 1, 2018 and July 31, 2019. This was a 55% decrease (65 incidents) in the total number of restraints for the school year compared to the 2017-2018 school year with 118 incidents of restraint. Upon examination of the 18-19 data, the largest decrease of restraints involved students with emotional behavioral disabilities in grades 1-7. During 2017-18 there were 76 incidents reported and in 18-19 there were 36 incidents reported (a decrease of 30 incidents). There were no restraints reported for students with emotional behavioral disabilities in grades 8-12 for both the 17-18 and 18-19 school years. There were 48 incidents of restraint reported among a total of 31 students during the 2019-2020 school year within Clay County District Schools between August 1, 2019 and July 31, 2020. This was a 9.4% decrease (5 incidents) in the total number of restraints for the school year compared to the 2018-2019 school year with 53 incidents of restraint. Upon examination of the 19-20 data, there were no notable changes accounting for the decrease of 5 incidents for primary exceptionality, type of restraint, race , and ethnicity compared to the 18-19 school year. When comparing the data between 18-19 and 19-20 the data revealed a decrease of 2 incidents for students with the primary exceptionality of ASD, a decrease of 1 incident for students with an emotional disability, a decrease in 2 incidents for students with an intellectual disability, and another decrease in 2 incidents for students with an other health impairment. For type of restraint there was a decrease of 2 incidents for immobilization while in transport, a decrease of 2 incidents for standing restraints, and seated restraints remained the same. When examining race and ethnicity, there were no changes for the subgroups white (39 incidents), two or more races (2 incidents), or asian (1 incident). The black/african american subgroup increased by 2 incidents in 19-20. In 18-19 there were 6 incidents of restraints among Hispanics and in 19-20 there were no occurrences. The decrease in overall incidents of restraint and the rationale for the district meeting and exceeding its goals to decrease the total number of restraint incidents in 18-19 and 19-20 by 55% and 9.4% respectively can be attributed to several factors related to increased professional development and monitoring. The district placed a heightened level of attention on the implementation of the district's plan (activities and resources) to reduce the number of restraint incidents districtwide. The district also provides ongoing support and professional development for ESE curriculum specialists, ESE positive behavior site coaches, administrators, teachers, and teacher assistants across the district (ensuring that new teachers/assistants receive a heightened level of support). Additionally, once a restraint has occurred, school and district personnel closely monitor the student and help to ensure teachers implement proactive strategies as a means to reduce the occurrence of another restraint.

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 attained and exceeded its 2018-19 goal rate reduction of 10%. The actual 2018-19 percentage rate was a decrease of 55%. The district attained and exceeded its 2019-20 goal rate reduction of 5%. The actual 2019-20 percentage rate was a decrease of 9.4%.

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?

No students were restrained 15 or more times.

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.

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

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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.

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

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).

Of the 53 total incidents of restraint during the 2018-2019 school year, 8 incidents occurred with students with Autism Spectrum Disorder, 36 with students with Emotional Behavior Disabilities, 3 students with Intellectual Disabilities, 4 students with an Other Health Impairment, 1 with a Language Impairment, and 1 with a Specific Learning Disability. Of these 53 total incidents of restraint, 39 occurred with students who were White, 4 who were African-American/Black, 9 who were Two or More Races, and 1 Asian. Of these 53 total incidents, 7 incidents were with students who were of Hispanic/Latino origin. When examining the types of restraint for all 53 incidents, 9 incidents involved Immobilization While in Transport, 11 involved Standing restraints, and 33 involved Seated restraints. The largest decrease in the type of restraint used involved the use of seated restraints. These restraints were reduced from 87 incidents in 17-18 to 33 incidents in 18-19 (54 incidents or a 62% decrease). Of the 48 total incidents of restraint during the 2019-2020 school year, 6 incidents occurred with students with Autism Spectrum Disorder, 35 with students with Emotional Behavior Disability, 1 student with an Intellectual Disability, 2 students with an Other Health Impairment, 2 students with Developmental Disability, and 2 students with a Specific Learning Disability. Of these 48 total incidents of restraint, 39 occurred with students who were White, 6 who were African-American/Black, 2 who were Two or More Races, and 1 Asian. Of these 48 total incidents no incidents were with students who were of Hispanic/Latino origin. When examining the types of restraint for all 48 incidents, 6 incidents involved Immobilization While in Transport, 9 involved Standing restraints, and 33 involved Seated restraints. There was a slight decrease in standing restraints (2 incidents) and immobilization while in transport restraints (3 incidents) there was no change in the number of seated restraints.

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

This data was used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals needed for the 2019-2020 and 2020-2021 school years to help reduce the number of incidents of restraints.

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 analysis of data and the problem-solving process was used by the Restraint/Seclusion Review Team to help determine and set a realistic, attainable measurable annual goals to reduce the number of incidents of restraint by 5% for the 2019-20 and 2020-21 school years.

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

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- 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.

The district ESE department is engaged in a variety of activities that are a part of the district's plan to reduce the use of restraint. A district level ESE Crisis Management Review team, comprised of a variety of ESE specialists and ESE administrators, was formed to oversee all matters related to restraint. The District ESE Crisis Management Review Team meets at least monthly to review restraint data/reports and discuss solutions to reduce incidents of restraint. A smaller set of this review team consisting of the ESE specialists for ASD, EBD, and InD programs as well as a behavior specialist and district behavior analyst meet weekly as part of a professional learning community. The state restraint reports are analyzed to identify individual students who are frequently restrained. Data is then disseminated to program specialists with expertise in working with students with behavioral problems. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed include functional behavior assessments (FBAs), positive behavior support plans (PBSPs), individualized education plans (IEPs), and matrix of services when appropriate. Based upon a careful analysis of this data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors that have resulted in increased restraint incidents. Program specialists may observe students in the classroom to gain a better understanding of the context of the behaviors and then interventions are developed upon these observations. The data can also be utilized to problem solve with school administrators to make data driven decisions regarding school environments. Strategies may also include updates of students' FBAs and PBSPs, and the implementation of student-specific strategies such as: reviewing IEPs; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBSPs and health care plans specific to individual students' responses and progress, to engage in problem solving with school administrators to make data-driven decisions regarding school environments. District schools also utilize the multi-tiered systems of support (MTSS) and the Positive Behavioral Interventions & Supports (PBIS) systems. The MTSS and PBIS systems of support include proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments. Furthermore, the district contracts with outside behavioral/mental health agencies to work with students, teachers, and families to help reduce challenging behaviors.

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

Through professional development, coaching, modeling, and an emphasis on teaching students appropriate social skills, our focus remains on reducing the need for Safe Crisis intervention. Professional development is ongoing for teachers in the areas of understanding behavior, classroom management, behavioral strategies/ tools, trauma-informed care, and the use of data for progress monitoring. A heavy emphasis is placed on training teachers/staff to collect data, progress monitor, and analyze data to aid in increasing appropriate student behavior. Additionally, district level staff are immediately notified when a restraint occurs, and the staff provide support and guidance to teachers by engaging them in a reflection activity. As an additional layer of support, the district utilizes behavior site coaches to model lessons, share proactive versus reactive strategies, provide observation data, guide and assist teams with the problem-solving process, and assist teachers with providing appropriate interventions designed to promote student success and decrease or eliminate the use of restraint. Teachers engage students through the use of a social skills curriculum on a consistent basis as a means to provide positive behavioral supports and life skills. Parental contact/involvement is a required element whenever a restraint incident occurs. If a reoccurring pattern of significant behaviors become evident, the school and district staff, along with the IEP team, will make a concerted effort to collaborate with parents to make changes as appropriate to the student’s behavior plan or other student-specific strategies.

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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 goal for the 2019-2020 school year is to reduce the number of incidents of seclusion to zero occurrences or by 100% The goal for the 2020-2021 school year is to maintain zero incidents of seclusion.

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.

> There were 5 incidents of seclusion during the 2017-2018 school year between August 1, 2017 and July 31, 2018.

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

> Total number of incidents of seclusion for the 2018-19 school year: 2 Total number of incidents of seclusion for the 2019-20 school year: 0

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

> The percentage of decrease from the 2017-18 and 2018-19 rates: 60% The percentage of decrease from the 2018-19 and 2019-20 rates of seclusion: 100%

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

There were 2 incidents of seclusion during the 2018-2019 school year within Clay County District Schools between August 1, 2018 and July 31, 2019. This was a 60% decrease in the total number of seclusion incidents for the school year compared to the 2017-2018 school year with 5 incidents of seclusion. There were no incidents of seclusion during the 2019-2020 school year within Clay County District Schools between August 1, 2019 and July 31, 2020. This was a 100% decrease in the total number of seclusion incidents for the school year compared to the 2018-2019 school year with 2 incidents of seclusion. This decrease in overall incidents of seclusion for the 2018-2019 school year can be attributed to several actions. The district placed a heightened level of attention on the implementation of the district's plan (activities and resources) to reduce the number of seclusion incidents districtwide. The district also provides ongoing support and professional development for ESE curriculum specialists, ESE positive behavior site coaches, administrators, teachers, and teacher assistants across the district (ensuring new teachers/assistants receive a heightened level of support). Additionally, once a seclusion incident has occurred, school and district personnel closely monitor the student and help to ensure teachers implement proactive strategies as a means to reduce the occurrence of another seclusion incident. Other actions attributed to the decrease include: 1) Adding additional behavior site coaches to schools with Autism Spectrum Disorder and/or Emotional/Behavioral Disabilities programs. 2) The district level restraint/seclusion review team members and the positive behavior support coaches facilitate the implementation of school-based restraint/seclusion review teams. 3) The ESE District Office contracts with behavior analyst consultants for 50 hours per week in order to continue to provide more immediate and regular support to students identified with recurring incidents of restraint/seclusion. As a result, Clay County District Schools met and exceeded its goal to reduce incidents of seclusion by 60% in 18-19 and by 100% in 19-20.

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.

Clay County District Schools met and exceeded its percentage goal to reduce incidents of seclusion by 10% for the 2018-19 school year. The actual 2018-19 percentage rate was a 60% decrease in seclusion incidents. Clay County District Schools met its percentage goal to reduce incidents of seclusion to zero occurrences or by 100% for the 2019-20 school year.

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?

No students were secluded 15 or more times.

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 Facilities department (Support Services Division) coordinates with the Fire Marshal for the seclusion room inspections. If a violation is found, the Facilities Director coordinates with the ESE Director to ensure the violation is corrected.

How is the safety of the seclusion rooms monitored?

Safety of Seclusion rooms is monitored by school staff to ensure the room is in good working condition. The rooms are also inspected by program specialists to ensure the seclusion room is free from any dangers to the students. Any room that presents a danger to students is closed and not used until deemed safe and appropriate by the fire marshall, upon completion of any repairs.

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

Any school employee trained to operate the seclusion room reports any dangers to the school administrator who then contacts the ESE district office for repair. Results of fire marshall inspections are sent directly to the ESE district office.

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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.

The room is closed and the need for repairs is presented to the ESE district office. A work order is submitted to the maintenance department for repair. Upon completion of the repair, the fire marshal is called back to re-inspect the seclusion room. The majority of schools where Safe Crisis Management is practiced have more than one seclusion room. If one of the rooms is unavailable, school personnel utilize the room(s) in working order. In the rare event no seclusion rooms are available on campus, the staff creates a customized behavioral plan for individual students. The behavioral plan typically includes alternative strategies for deescalating behavior as well as provide additional supports (i.e. adding another staff member for supervision).

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.?

The district has 0 seclusion rooms in operation.

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

The district does not have any seclusion rooms.

When are the seclusion rooms used?

The district prohibits the use of seclusion.

How are the seclusion rooms used?

The district prohibits the use of seclusion.

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

Of the 2 total number of incidents of seclusion during the 2018-2019 school year, 1 incident involved a student with Autism Spectrum Disorder (White with Hispanic/Latino origin) and 1 incident involved a student with an Intellectual Disability (African American/Black). There were no incidents of seclusion during the 2019-20 school year.

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

This data was used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals need for the 2019-20 and 2020-21 school years to help reduce/eliminate the number of incidents of seclusion.

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.

The data used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals need for the 2019-20 and 2020-21 school years to help reduce/eliminate the number of incidents of seclusion was also used to determine the measurable annual goal for the reduction of seclusion incidents for the 2019-20 and 2020-21 school years.

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

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- 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.

The use of Seclusion is carefully scrutinized for each student. Seclusion may only be utilized with students for whom the IEP committee has deemed this crisis intervention is the safest way to handle behaviors that pose as a risk of serious injury. Along with the IEP committee recommendation, the parent must sign a consent form for the use of seclusion. In an effort to reduce the number of seclusion incidents, the district review team has continued to promote the use of “comfort rooms” that allow students a comfortable space to calm down, refocus, and regain composure to return to the classroom environment. The goal is to teach students to self-regulate and utilize the comfort rooms in an effort to reduce or prevent behaviors from escalating. Some students may elect to utilize the rooms and others are gently escorted or verbally encouraged to utilize the comfort rooms. Students are not restricted from leaving the comfort rooms, and they are monitored and engaged with a teacher or paraprofessional during the redirection time. The district ESE department is engaged in a variety of activities that are a part of the district's plan to reduce the use of seclusion. A district level ESE crisis management review team, comprised of a variety of ESE specialists, was formed to oversee all matters related to seclusion. The District ESE Crisis Management Review Team meets at least monthly to review seclusion data/reports and discuss solutions to reduce seclusion incidents. A smaller set of this review team consisting of the ESE specialists for ASD, EBD, and InD programs as well as the behavior specialist and district behavior analyst meet weekly as part of a professional learning community. The state seclusion reports are analyzed to identify individual students who are frequently secluded. Data is then disseminated to program specialists with expertise in working with students with behavioral problems. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed include FBAs, PBSPs, IEPs, and matrix of services when appropriate. Based upon a careful analysis of this data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors that have resulted in increased seclusion incidents. Program specialists may observe students in the classroom to gain a better understanding of the context of the behaviors and then interventions are developed upon these observations. The data can also be utilized to problem solve with school administrators to make driven decisions regarding school environments. Strategies may also include updates of students' FBAs and PBSPs, and the implementation of student-specific strategies such as: reviewing IEPs; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBSPs and health care plans specific to individual students' responses and progress. District schools also utilize the multi-tiered systems of support (MTSS) to address behaviors. Furthermore, the district contracts with outside behavioral/mental health agencies to work with students, teachers, and families to help reduce challenging behaviors.

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

Through professional development, coaching, and an emphasis on teaching students appropriate social skills, our focus remains on reducing the need for Safe Crisis intervention. Professional development is ongoing for teachers in the areas of understanding behavior, classroom management, behavior tools, trauma-informed care, and the use of data for progress monitoring. A heavy emphasis is placed on training teachers/staff to collect data, progress monitor, and analyze data to aid in increasing appropriate student behavior. Additionally, district level staff guide teachers to engage in a reflection activity after they are involved with a seclusion incident. As an additional layer of support, the district utilizes behavior site coaches to model lessons, provide observation data, guide and assist teams with the problem-solving process, and assist teachers with providing appropriate interventions designed to promote student success and decrease or eliminate the use of seclusion. Teachers engage students through the use of a social skills curriculum on a consistent basis as a means to provide positive behavioral supports and life skills. Parental contact/involvement is a required element whenever a seclusion incident occurs. If a reoccurring pattern of significant behaviors become evident, the school and district staff, along with the IEP team, will make a concerted effort to collaborate with parents to make changes as appropriate to the student’s behavior plan or other student-specific strategies.

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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

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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.

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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

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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.

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.

Name of Agency: Episcopal Children's Service, Head Start Instructional Personnel Assigned: District PreKindergarten (PreK) personnel visit facilities, provide therapies as needed, and jointly collaborate.

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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 a student with a disability is incarcerated in the Clay County jail, an Individualized Education Plan (IEP) meeting is convened at the jail. The IEP team updates or writes a new IEP in order to ensure the student's needs are addressed in the jail's classroom setting. Also, the school district provides an ESE teacher to assist the student through support facilitation in the classroom once or twice a week if needed.

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

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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.

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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

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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.

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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:

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Determining that the school or facility meets the required criteria before a contract with a nonpublic school or community facility is completed.

The ESE Director and a program specialist utilize a facility review sheet which contains all the criteria for approval of the private school including but not limited to qualifications of staff, length of school day and year, sanitation and health certificates, confidentiality of student records and various policies and procedures. An onsite visit is scheduled and our district staff travel to the program, interview staff, conduct program observations and obtain copies of required documents. Data are analyzed to ensure that all criteria are met before a contract is fully executed.

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.

The qualifications of instructional staff and related service providers are reviewed to determine that adequate written documentation is present to substantiate that staff are qualified under state rules or appropriate licensing entities. In addition, instructional staff credentials are judged against NCLB highly qualified teacher requirements. Written documentation of teacher certification and highly qualified status are maintained in the district human resources files in order to maintain appropriate documentation of personnel qualifications. If a teacher is assigned teaching duties in a class dealing with subject matter that is outside the field in which the teacher is certified, the parents of all students in the class are notified in writing of such assignment by the human resources office. Written notification is sent via U. S. Postal Service and records of such notifications are maintained in the human resources office.

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.

Copies of the IEPs or IFSPs are maintained at the ESE district office and are also sent to DOE/BEESS if it is a residential contract annually and prior to the first report of FTE for residential placements.

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.

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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

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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.

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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).

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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.

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Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

34 CFR §§300.500–300.536
Sections 1003.57 1003.571, 1002.22 and 1008.212, F.S.
Rules 6A-6.03311, 6A-6.03313, and 6A-1.0955, F.A.C.

Procedural Safeguards

Parents of exceptional students are entitled to information about their rights. These rights, or *procedural safeguards*, are intended to ensure that parents have the opportunity to be partners in the educational decisions made regarding their children.

The procedural safeguards notice must be written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication, that the parent understands the content of the notice, and that there is written evidence that these requirements have been met.

1. Procedural safeguards for students with disabilities
   This applies to students with disabilities enrolled in public schools and to students with disabilities enrolled by their parents in nonprofit private schools.

   The district **assures** that the *Notice of Procedural Safeguards for Parents of Students with Disabilities* is made available to parents at least one time a school year. In addition, a copy also must be given to the parents:

   - Upon initial referral or the parent's request for an evaluation
   - In accordance with the discipline procedures when a change of placement occurs
   - Upon receipt of the first state complaint in a school year
   - Upon the receipt of the first request for a due process hearing in a school year
   - Upon the parent's request to receive a copy
   - In accordance with the provisions of s. 1008.212, F.S., upon the school district superintendent's recommendation to the commissioner of education that an extraordinary exemption for a given state assessment administration be granted or denied.

One of the following must be selected:

- ○ The district will use the Department of Education's Notice of Procedural Safeguards for Parents of Students with Disabilities, as posted on the Department's website, to inform the parents as required.
- ◉ The district will use a different notice of procedural safeguards for parents of students with disabilities to inform the parents as required. A copy of this notice is located in Appendix A.1

2. Procedural safeguards for exceptional students who are gifted
   The district **assures** that the notice of the *Procedural Safeguards for Exceptional Students who are Gifted* is made available to parents of a child who is gifted, and must be given to the parents, at a minimum:

   - Upon initial referral for evaluation
   - Upon refusal of a parent's request to conduct an initial evaluation
   - Upon notification of each educational plan meeting
   - Upon receipt of a request for a due process hearing by either the school district or the parent

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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 a parent's due process hearing request, the district will convene a resolution meeting with the parent, IEP team members and the LEA representative, who has decision-making authority. The district will not include its attorney unless the parent's attorney is present. The purpose of the resolution meeting is for the parents of the child to discuss their due process complaint, and the facts that form the basis of the complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process hearing request. Once the request for a due process hearing is completed by the parent and received by the appropriate school district representative, the request is marked with a date received stamp and a copy of the request is forwarded to the State Department of Education. Parents are immediately contacted to schedule a date for a resolution meeting, within fifteen (15) days of the district's receipt of the request for a due process hearing. Parents are contacted via phone and provided with written notice, identifying the issues, the meeting participants, date, time and location of the meeting via U.S certified mail. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If the parent does not respond within three to five business days another attempt is made via phone and U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the written notice to the parent's legal address. The resolution meeting is mandatory unless both sides agree not to do it. A waiver of the meeting is appropriate if both parties are interested in going to mediation. If there is a waiver, it is executed in writing by both parties using the district's Waiver of Resolution Meeting form. If the parent is not able to complete the waiver in person, the parent is contacted by phone and the waiver is sent via U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the waiver to the parent's legal address.

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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.

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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.

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Section D: Surrogate Parents

Statutory and Regulatory Citations

34 CFR §300.519
Sections39.0016 and 1002.22, F.S.
Rule 6A-6.0333, F.A.C.

Definition

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

Procedures

1. A surrogate parent appointed by the district school superintendent or the court:

    a. Must be at least 18 years old.

    b. Must have no personal or professional interest that conflicts with the interests of the student to be represented.

    c. Must not be an employee of the FDOE, the local school district, a community-based care provider, the Florida Department of Children and Families (DCF), or any other public or private agency involved in the education or care of the student.

        - This prohibition includes group home staff and *therapeutic* foster parents.
        - A person who acts in a parental role to a child, such as a foster parent or relative caregiver, is not prohibited from serving as a surrogate parent if he or she is employed by such agency, willing to serve, and knowledgeable about the child and the exceptional student education process.
        - The surrogate parent may be a court-appointed guardian ad litem or a relative or nonrelative adult who is involved in the child's life regardless of whether that person has physical custody of the child.

    d. Must have the knowledge and skills acquired by successfully completing training using materials developed and approved by the FDOE to ensure adequate representation of the child.

2. Appointment of a surrogate parent for a student who has or is suspected of having a disability

    a. A surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a school district or agency under contract with the school district shall be appointed by the district's school superintendent not more than 30 days after the school district determines that the student needs a surrogate parent.

    b. The surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a contract from the FDOE shall be appointed by the individual specified in the contract.

    c. In the case of a student who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided the surrogate meets the qualifications above.

    d. If a guardian ad litem has been appointed for a child, the district school superintendent must first consider the child's guardian ad litem when appointing a surrogate parent.

        - The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
        - The court must accept a surrogate parent duly appointed by a district school superintendent.

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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.

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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).

Every student with a disability (SWD) must be represented by an individual of the age of majority that serves in a parental relationship with the student. When it has been determined that a SWD does not have an appropriate representative a surrogate parent may be necessary. Most frequently these circumstances may include students whose biological parents are unknown or unavailable, a court order removing the educational decision making rights of the parent, a student who is in a group home, or a student who may be in a homeless shelter. When a dependency judge, Kids First, Department of Children and Families, group home, student's school of enrollment or other agencies notify the ESE Director of possible need for a surrogate parent the director follows procedures in the Admissions and Placement manual for making the final determination whether the student needs a surrogate parent.

Describe the district's procedures for recruiting and training surrogate parents, including those surrogates appointed by a judge.

Recruitment is through the guardian ad litem program, retired teachers organization and local agencies such as Rotary, Kiwanis, and Chamber of Commerce via an application process. Training is provided through Florida Diagnostic & Learning Resources System and district ESE program specialists. Upon successful completion of the training the Superintendent recommends appointment. Once the ESE Director determines a need for a surrogate parent, the Superintendent makes the appropriate assignment.

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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:

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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.

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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

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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).

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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

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

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- Interventions must be implemented as designed for a period of time sufficient to determine effectiveness, and with a level of intensity that matches the student's needs.
- The district must collect pre-intervention and ongoing progress-monitoring data regarding academic or behavioral areas of concern and communicate the data to the parents in an understandable format, which may include, but is not limited to, graphic representation.

6. General education interventions are **not** required for the following:
    - Children younger than kindergarten-entry age who are not enrolled in kindergarten
    - Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.
    - Students who are being considered for eligibility for specially designed instruction for students who are homebound or hospitalized as described in Rule 6A-6.03020, F.A.C.
    - Students who are not enrolled in a public school.

    General education interventions **may not be required** for students suspected of having a disability if the student demonstrates a speech disorder; or severe cognitive, physical, or sensory disorders; or severe social or behavioral deficits that require immediate intervention to prevent harm to the student or others, and a team comprised of qualified professionals and the parent determines that these general education interventions are not appropriate.

Does the district have a Multi-Tiered System of Support (MTSS) procedures document or website?

- (●) Yes
- ( ) No

If yes, how can this document or website be accessed?

> The 2017-2018 Multi-Tiered System of Supports Handbook can be accessed through the Clay County Schools Website (oneclay.net).

If no, describe district policies and procedures for integrating a data-based, problem-solving process within an MTSS.

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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?

The screening and progress monitoring tools used to determine the effectiveness of supplemental instruction and academic interventions by measuring a student's response to intervention include i-Ready Mathematics for grades K-8, i-Ready Reading for grades K-3, Achieve 3000 Reading for grades 4-12, Performance Matters Assessments for Algebra I, Geometry, Civics, American History, Biology, and Science (Grades 5 and 8), Clay Writes for grades 4,8, & 10, Clay Behavior Universal Screener, curriculum-based assessments, and grade level common assessments. In addition, teachers analyze individual instructional assessments, student work samples, class assessments, small group lesson plans, and corrective feedback data obtained after re-teaching and re-assessing. All teachers are part of a weekly collaboration team that meets for one hour. All of the collaboration teams within a school formulate a professional learning community (PLC). Collaboration teams utilize the problem solving process when discussing the individual needs of students as evident in the completion of the professional development PLC log. Highly individualized positive behavior intervention plans are used to monitor student response to intervention for students needing behavioral supports. The interventionist, typically the classroom teacher, enters data collected from the delivery of interventions into the district's data recording system. The Tier 2 and Tier 3 process provides for parent input in documentation of parent conferences. At these conferences, parents/guardians determine the most effective medium of communicating progress monitoring results. School personnel providing the instruction will monitor the student's progress and notify the parent/guardian via phone, electronic parent portal message, documentations sent home with student, documentation mailed home, or any other means as agreed upon during the parent conference. Tier 3 interventions are reviewed and monitored within the classroom at least every four weeks while progress of those needing moderate intervention are monitored at least weekly. For those requiring the greatest intensity of services, progress monitoring is weekly or biweekly. Data points are recorded in Performance Matters. Student's rate of progress monitoring is driven by an analysis of the data collected, and is determined to be mastered, good, questionable, or poor. The date of progress monitoring and the progress monitoring status along with any pertinent notes are entered into the district's electronic data system. Factors which the problem-solving team may consider in determining whether a student may be a student with a disability may include the rate of progress, the amount of time to reach the long-term goal, the intensity of interventions needed to create such progress, and the student's performance on state and local assessments. The school district will seek consent from the parent or guardian to conduct an evaluation whenever the district suspects that a kindergarten through Grade 12 student is a student with a disability and needs special education and related services. The decision criteria for initiating an evaluation includes, but is not limited to, the following: a). 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. Problem solving teams will consider initiating an evaluation if the problem is intense (significantly discrepant from expectations and peers) AND severe (minimally responsive to evidence-based interventions delivered with integrity); and b). 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.

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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 Multi-tiered System of Supports (MTSS) team will use a problem-solving approach and student data to identify and analyze the area or areas of concern, select and implement interventions, and monitor progress. Monitoring the implementation and fidelity of the four step problem-solving process is accomplished using the procedures, district electronic data system, forms, and web-based resources outlined in the district Multi-Tiered System of Supports Handbook. The instructions delineate the process for problem identification, analysis of data, the selection and implementation of evidence-based interventions, the supports available for effective implementation with fidelity through school and district level personnel, and documentation of student's response to interventions. The Intervention Team Facilitator provides support to staff for implementation, while school-based administrators monitor the fidelity of the problem-solving process and implementation of the intervention plan. The district MTSS team meets weekly to oversee the implementation of the MTSS process throughout the district. As part of the team's responsibilities; the team reviews MTSS data for each school, creates and shares school level reports for students actively engaged in the MTSS process, and provides school personnel with support and resources as they engage in the problem solving process. In addition, the district MTSS team ensures each school has a designated, trained, lead administrator to monitor the implementation and fidelity of the MTSS process. Based on student response to intervention, the team may adjust the intervention or its intensity. The team's decision is guided by four critical questions: a). What is the gap between current performance and expectations? The student's current level of performance is compared to grade level expectation/standards and peer performance on State/District assessments, b). Why is the gap occurring?, c). What will we do to close the gap?, and d). Is the intervention working?

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

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. In addition, pre-intervention and ongoing progress monitoring measures of academic and/or behavioral areas of concern are collected and communicated to parents in an understandable format, which includes graphic representations of Tier 3 data. If a student is identified as needing support at Tier 1 of the MTSS process, parents are engaged via parent conferences and teacher communication. The teacher(s) describe the problem and the data used to identify the problem (i.e. universal screeners, common formative assessments, and classroom performance.) If a student requires Tier 2 supports, parents are engaged again via a parent conference and teacher communication. Teacher(s) share the student's academic or behavior concerns and the ways in which the teacher will work with the student to close the academic/behavior gap(s) (i.e. differentiated instruction, behavioral strategies. Parents are also notified of Tier 2 interventions via parent conference and the Notification of Tier 2 Interventions form which is accompanied by the District's brochure on MTSS. The brochure serves as a parent guide to understanding the MTSS process, promotes global awareness of the process, and lists additional sources where parents may obtain more information about the MTSS process. Also, it is at this point that the parent is first notified of their right to request an evaluation. When a student requires Tier 3 interventions, parents are initially invited to attend a "Notification of Intervention Activities" meeting. The team shares/reviews screening results and discusses with the parent a plan for addressing the student's academic or behavioral problem(s) through specific general education interventions, the plan for monitoring student progress, and anticipated outcomes of the interventions. Tier 3 interventions are reviewed and monitored within the classroom at least every four weeks while progress of those needing moderate intervention are monitored at least weekly. For those requiring the greatest intensity of services, progress monitoring is several times per week. This progress is shared with parents at least once or more frequently during the student's intervention period. Parents are also contacted if the team needs to modify (intensify, fade, or change) the interventions based on the student's progress. When the MTSS team can determine response to intervention, the team convenes with the parent to discuss the student's response to interventions and anticipated future action to address the student's learning or behavioral needs. Tier three intervention data is presented to parents in a graphic format to help ensure they have a clear understanding of the results. If warranted, a student services team meeting including the parent may be scheduled to determine the need for an evaluation. Furthermore, information explaining the Multi-tiered System of Supports (promoting a global awareness of the process) is disseminated not only to parents but to a variety instructional personnel and school administrators throughout the school year. The district MTSS team provides ongoing professional development inservice for Intervention Team Facilitators, School Counselors, School Psychologists, Curriculum Specialists, and School Administrators. Administrators in turn provide guidance, support and resources to teachers and parents at their school.

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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.

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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:

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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.

The school district will seek consent from the parent or guardian to conduct an evaluation within thirty (30) days whenever the district suspects that a kindergarten through grade 12 student, or a child age 3 to kindergarten-entry age, is a student with a disability and needs special education and related services. When a parent requests an evaluation and there is documentation or evidence that a child age three (3) to kindergarten entry age may be a student with a disability and needs special education and related services, Child Find personnel will address the request in one of two ways. First, if the parent makes the request in person and the Child is present at the time of request, Child Find Personnel will review all available documentation and conduct screenings. If the student is suspected to have a disability, consent for evaluation is obtained at the meeting and a referral is completed. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. Secondly, if the request is submitted in writing or obtained via the phone, Child Find personnel will schedule a meeting to conduct screenings, review existing data, and obtain consent within 30 school days of receiving the request. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. In some cases a student may not pass the initial vision and/or hearing screenings administered at Child Find, and the parent may need to take the child to a private physician to complete the screenings or the team may ask the school district Audiologist to conduct an audiological evaluation. All results of additional screenings are immediately sent to the Clay County Preschool Assessment Team. If a noncustodial adult brings the child to Child Find, the Child Find staff conduct screenings and gather any available information to begin the Child Find Referral. Also, the Child Find staff attempts to contact the legal guardian via phone to explain the screening results and evaluation process. A meeting is scheduled or the consent for evaluation form is sent via U.S. mail, to ensure consent is received within 30-days. Once consent for evaluation is obtained by the Child Find Staff, the evaluation is completed by the Clay County Preschool Assessment Team within 60 school days of obtaining consent. The following are the district's procedure for obtaining parental consent for an evaluation within 30 days for students in grade K-12. Once general education interventions are completed for a student in K-12, a Student Services Team (SST) Meeting is held, including parent or guardian, school psychologist, regular education teacher(s), ESE teacher(s), administrator, and school counselor, to discuss the effectiveness of the general education interventions. If the student services team makes one of the following determinations below, the team will obtain consent for evaluation from the parent or guardian during the meeting. (a). When 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. (b). When 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. (c). When 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. (d.) 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. If the parent does not attend the meeting, the parent will be contacted immediately following the meeting (and periodically as needed) in order to gain consent for evaluation. All attempts to contact the parent or guardian are logged and monitored by ESE staff to ensure consent is obtained within the 30-day window. If repeated attempts are unsuccessful, the school district may ask the school social worker to engage in a home visit in order to obtain consent for evaluation prior to the close of thirty (30) day window.

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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 requests an evaluation be conducted to determine the student's eligibility for special education and related services prior to the implementation of general education interventions for the student, the parent request is documented in writing. The request for an initial evaluation may be made in a variety of ways (i.e. via a letter, during a conference, email etc.). The request is date stamped when it is received, and immediately delivered to the school's ESE secretary or the school counselor responsible for convening a student services team meeting, which should include the parent, relevant teachers, intervention team facilitator, school psychologist, and staffing specialist, as appropriate. The student services team will be convened within 30 calendar days to determine, based upon all available data, including data provided by the parent, whether there is reason to suspect or believe that the student is a student with a disability and in need of special education sufficient to support the need for an evaluation.

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.

If it is determined that sufficient data exist to support a suspicion or belief that the student is a student with a disability and in need of special education (even where general education interventions have not been implemented), the student will be referred, appropriate parental consent will be obtained within 30 calendar days and the evaluation will be conducted. Implementation of general education interventions will occur concurrently with the evaluation. If it is determined that there is no reason to suspect or believe that the student has a disability and in need of special education services, and it is decided that an evaluation will not be conducted, then the district will provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation within 30 calendar days of the parent’s request.

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.

Parents of students enrolled in nonpublic schools or agency programs may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. via a letter, during a conference, email etc.). When the request documentation is completed or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or agency and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or agency returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window. The nonpublic school or agency implements tier three MTSS interventions during the same 60-calendar day initial evaluation window. School district staff are assigned to support nonpublic school and agency personnel with the implementation of tier interventions and data collection. They also provide guidance and assistance as needed throughout the process. For students ages 3 to 5, the agency {ex. Headstart) or non-public school refers to the Child Find component of FDLRS. They provide screening and initiation of the referral. It is the district's responsibility to assist the parent of a student suspected of having a disability in providing documentation of activities conducted prior to referral. If the non-public school or agency is unable to complete activities. e. g., screening, prior to referral, the local school staff and the ESE Department staff will assist in appropriate ways, including face-to face meetings, phone conferences, and written communications, to ensure a complete and timely referral. A case review of the referral packet is completed to determine compliance and quality.

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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 of students who are not enrolled in any school may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. via a letter, during a conference, email etc.). When the request documentation is completed or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or legal guardian and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or legal guardian returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window. School district staff are assigned to support the parent or legal guardian with the implementation of tier interventions and data collection during the same 60-calendar day initial evaluation window. They also provide guidance and assistance as needed throughout the process.

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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-

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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.

Once parental consent for evaluation is received, the consent date is logged and a corresponding 90-school day expiration date is calculated utilizing a 90-day consent calendar for the current school year. The dates are monitored closely by district staff to ensure the evaluation is conducted in a timely manner with no undue delay within the ninety school day window.

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

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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.

DRAFT

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

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

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

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

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

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

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

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.

At each school, all referrals for ESE services are maintained in the ESE office. As evaluations or re-evaluations are completed (i.e. psycho-educational evaluations, Speech/Language evaluations etc.) the evaluation reports are returned to the student's referral in the ESE office. An ESE Staffing specialist assigned to the school, reviews these referrals on a weekly basis and ensures an eligibility meeting is promptly scheduled. Also, ESE secretaries at each school help to monitor this process daily, and they are tasked to ensure eligibility meetings are scheduled within a reasonable time frame. Once an evaluation is complete, eligibility meetings are typically held within three weeks. In the unusual instance that an evaluation or re-evaluation has been completed but additional data do not yet exist sufficient to make an eligibility determination, the district will expedite its efforts to obtain all such data and will convene an eligibility team meeting without unreasonable delay generally no later than three weeks following the completion of the student's evaluation.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances.

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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

DRAFT

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.

> The ESE teacher is responsible for searching the database monthly to determine the three-year reevaluation due date for his/her assigned case load. Working in conjunction with the ESE secretary the reevaluation review meeting is scheduled, often times in tandem with the annual IEP review. At the review step IEP meeting the team determines the areas for which additional assessment is needed, if any. Parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained and the reevaluation is completed.

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.

> Various school staff may identify the need to conduct a reevaluation more frequently than the three-year required reevaluation. In these cases the ESE secretary schedules the reevaluation review meeting as soon as possible and within a reasonable time frame. Parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained. When appropriate, the RTI and/or referral process is initiated. The reevaluation is completed within a reasonable amount of time (typically within six weeks or if applicable, within six weeks of the completion of the RTI or referral process)and eligibility staffings and IEP meetings are scheduled and held.

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.

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

When a parent requests a reevaluation, the IEP team convenes within a reasonable amount of time (within three weeks to 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. The team identifies what additional data may be needed and parental consent for reevaluation is obtained, if appropriate. The district follows all of the reevaluation procedures listed in this section of the SP&P (H.2 Conducting Student Evaluations and Reevaluations). 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 for ensuring that an assistive technology assessment is completed within 60 school days after an IEP team makes the recommendation.

Through the reevaluation review step meeting, at an IEP review, an assistive technology assessment may be recommended. When it is, consent for reevaluation is documented. The ESE secretary logs the date of recommendation and the 60-school day expiration date and notifies the assistive technology specialist. The assistive technology specialist logs the due date and completes the evaluation within the 60-school days, including a functional evaluation of the student in his/her customary environment. There is no provision for adjustment of this 60-school day timeline due to student absences.

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.

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Section I: Independent Educational Evaluations

Statutory and Regulatory Citations

34 CFR §300.502
Rule 6A-6.03311, F.A.C.

Definition

An independent educational evaluation (IEE) is an evaluation conducted by a qualified evaluation specialist who is not employed by the school district responsible for the education of the student in question.

General

1. The parents of a student with a disability have the right to an IEE at public expense if the parent disagrees with an evaluation obtained by the school district.
2. The parent of a student with a disability is to be provided, upon request for an IEE, information about where an IEE may be obtained and the school district criteria applicable to IEEs.
3. Public expense means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
4. Whenever an IEE is conducted, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluation specialist, shall be the same as the criteria used by the school district when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an IEE.
5. The school district may not impose conditions or timelines for obtaining an IEE at public expense other than those criteria described in rule 6A-6.03311, F.A.C.
6. If a parent requests an IEE at public expense, the school district must, without unnecessary delay, **either** :
    - Ensure that an IEE is provided at public expense.
    - Initiate a due process hearing under 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:
    - The school district shall consider the results of such evaluation in any decision regarding the provision of FAPE to the student, if it meets appropriate school district criteria described in Rule 6A- 6.03311, F.A.C.
    - The results of such evaluation may be presented by any party as evidence at any due process hearing regarding that student.
10. If an administrative law judge requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

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Describe the district's policies and procedures for responding to a parent's request for an IEE at public expense.

When a parent requests an IEE at public expense, district personnel are trained to ensure that this request (whether in writing or verbal) is forwarded immediately to the district's ESE Director. The ESE Director/designee will address whether the request is truly one for an IEE (because the district has completed its own evaluation with which the parent disagrees). If it is not an appropriate request for an IEE, the ESE Director/designee will discuss that with the parent and attempt to address the parent's other concerns. If the request, however, is truly one for an IEE because the parent disagrees with an evaluation that the district has conducted, the ESE Director/designee may ask the parent to provide a reason why he/she objects to the district's evaluation, but this explanation may not be required and cannot unreasonably delay the district's response to the parent's request for an IEE. Upon receipt of the parent's request for an IEE, the ESE Director/designee will provide the parent with a list of qualified independent evaluators and the district's criteria applicable to conducting IEEs (i.e., the criteria under which an evaluation can be obtained, including the location of the evaluation and the qualifications of the examiners, which are the same criteria used by the district when it initiates an evaluation). Should the parent ask for an IEE by someone who is not on the district's list of qualified evaluators or one that does not meet district criteria, the parent will be provided the opportunity to demonstrate why his/her right to an IEE mandates their choice of evaluator or waiver of district criteria. The ESE Director/designee must make a decision upon the parent's request for an IEE without unnecessary delay and, generally, within 10 school days from receipt of the parent's request. If it is decided that the district will not fund the requested IEE, the ESE Director/designee must 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. If the ESE Director/designee decides that the parent's request for an IEE will be granted, the ESE Director/designee will make the arrangements for the completion of the IEE at public expense (or funding for an IEE already obtained by the parent). The ESE Director/designee will ensure that the results of the IEE are considered by the IEP team in any subsequent decisions made regarding the provision of FAPE to the child.

Describe the district's policies and procedures for consideration of the results of an IEE obtained at private expense.

When an independent evaluation is obtained at private expense and the parent shares the results of the independent evaluation with the district, the student's IEP team is required to meet to review and consider the results of the independent evaluation.

Part II. Policies and Procedures for Students with Disabilities

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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.

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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.

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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.

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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.

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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.

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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.

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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;

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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:

    - Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parent(s); or
    - Informed clinical opinion using qualitative and quantitative information to determine the need for early intervention services; and
    - Parent report, which can confirm or modify information obtained and describe behavior in environments that the district may not be able to access.

3. When a developmental delay cannot be verified by the use of standardized instruments, the delay(s) may be established through observation of atypical functioning in any one or more of the developmental areas. A report shall be written documenting the evaluation procedures used, the results obtained, the reasons for overriding those results from standardized instruments, and the basis for recommending eligibility.

Continued Eligibility for ESE Services

1. For a child three through five years of age, continued eligibility as a student with a disability under another category will be determined before the child is six years old.

2. For a child birth through two years of age (below 36 months), continued eligibility as a child with a disability will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

1. For a child three through five years of age

    a. As appropriate, the individualized family support plan (IFSP) or individual educational plan (IEP) shall be developed through interagency collaboration with the family and other providers of services to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03028, and 6A-6.03029, F.A.C.

    b. Because of the rapid development of young children, on-going observations and assessments shall be conducted as needed to plan for IFSP or IEP modifications.

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

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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.

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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

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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

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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

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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.

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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.

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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.

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

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

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

- ☑ This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§303.21 and 303.300
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rules 6A-6.03030, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

An infant or toddler with an established condition is defined as a child from birth through two years of age with a diagnosed physical or mental condition known to have a high probability of resulting in developmental delay. Such conditions shall include genetic and metabolic disorders, neurological disorders, a severe attachment disorder, an autism spectrum disorder, a sensory impairment (vision or hearing), or the infant's birth weight was less than 1,200 grams.

Eligibility Criteria

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

1. The infant or toddler is below the age of 36 months;
2. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
3. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has an established condition as defined in section (1) of Rule 6A-6.03030, F.A.C.; and,
4. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Continued Eligibility

Continued eligibility for exceptional student education programs will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

The individualized family support plan (IFSP) shall be developed with the Local Early Steps, the family, and other providers of service to the child and family, and shall include services to provide the parent, guardian, or primary caregiver the opportunity to acquire specific skills and knowledge that will enable them to enhance the child's cognitive, physical, social, communication, and adaptive behavior. In the provision of an appropriate educational program for eligible children with disabilities ages birth through two years, home instruction may include direct instruction of the parent, guardian, or primary caregiver.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for children birth through two years old with established conditions.

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

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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 students 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-3.03022, 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-3.03022. 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;

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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

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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.

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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.

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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.

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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.

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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.

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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:

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- 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

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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

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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 Written Summary of Group Analysis of Data for Specific Learning Disabilities is used to document a student's eligibility for this program area. This two page form documents the areas of concern(s), a summary of observations, relevant medical information, diagnostic assessment results, evidence-based interventions at three tiers of instruction, results of interventions at each tier, analysis of intervention data and graphs, rate of progress, statement of need, careful consideration of exclusionary factors which may impact the data results, and a summary of eligibility criteria which includes the following: the areas in which the student does not achieve adequately for age or grade, the lack of adequate progress based on response to evidenced-based intervention, learning difficulties that are not primarily the result of a lack of evidenced-based instruction or any of the exclusionary factors, interventions needed that differ significantly in intensity and duration from what can be provided through general education resources alone, and documentation of parent(s)/guardian(s) notification regarding the amount and nature of student performance data collected and general education services provided, interventions for increasing the student's rate of progress, and the parent(s)/guardian(s) right to request an evaluation. Universal screening tools and progress monitoring devices used to measure a student’s response to intervention include classroom, grade-level, district, and state-based assessments, both formative and summative, as well as Focus, the district electronic data system. The intervention team determines a student’s response as either good, questionable , or poor based on a student’s progress toward the measurable short-term goal which delineates the expected reasonable progress over time. Poor, questionable, and good progress are incremental with poor indicating significantly limited success and a need to intensify interventions, questionable indicating progress is being made but may be inadequate to close the gap in a timely fashion so redesign of the intervention(s) may be warranted, and good indicating success in the trajectory to close the gap and possibly beginning to fade intervention(s).

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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 engaged throughout the problem-solving process through initial contact using the Parent Notification of Intervention Activities and throughout the process using the Parent Notification of Meetings and Conferences which are the meetings and conferences scheduled to review screening results, discuss appropriate general education interventions, anticipated outcomes of interventions, recommendations based on student response to interventions, potential future plans, review of current information including interventions attempted, standardized test results, progress monitoring data, teacher observations, grades, medical records, attendance records, discipline records, and other relevant information to determine whether there is a need for evaluation and subsequent consent if evaluation is warranted. In addition, this parent notification form is also used to discuss speech concerns, if applicable and if warranted, obtain consent for a speech screening, discuss the results of speech screening and consider consent for evaluation for speech. When recommendations based on response to interventions and potential future plans are discussed with the parent, a graph depicting the progress a student has made for each intervention is shared with the intervention team and parent. The graph includes baseline data, the short-term goal, frequent data points, the long-term aim, and the trend line. Typically the interventionist shares progress monitoring data with parents/guardian every four weeks until the student meets the long-term goal or the data indicates a need for long-term intensive interventions and supports.

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.

To make comparisons to other students, the district provides an online data bank that can disaggregate a multitude of data from different sources to make appropriate comparisons. This system is especially beneficial when working with English Language Learners and the population at a particular is too small to make comparisons as this system allows comparisons to be made district-wide. When addressing the exclusionary factors, teams review the referral components that include some or all or of the following results/information for decision-making: vision and hearing screenings, medical records, intellectual ability, social/emotional concerns, discipline history, English-Language Learner history, attendance records, enrollment history, classroom observations, socio-economic status, and parent input.

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.

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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

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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

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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

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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:

   - The model, specifying the type and amount of direction, including direct observation, support, training, and instruction
   - The rationale for using this model
   - The manner in which the associate will be required to demonstrate competency
   - The process for monitoring the quality of services
   - The process for measuring student progress
   - The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel

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

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

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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.

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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

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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

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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

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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.

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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

DRAFT

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.

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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.

DRAFT

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.

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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

DRAFT

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.

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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.

DRAFT

- 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

DRAFT

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.

> Maintaining the minimum IEP team members, the LEA representative may excuse others with parent agreement. This will be reflected on the IEP.

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.

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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 flrules.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.

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- 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.

Extended school year (ESY) services (special education and related services) for students are required if the IEP team or family support plan (FSP) has reason to believe that the provision of a free appropriate public education (FAPE) for an individual student would be jeopardized without such services. It is important that a variety of criteria or factors be considered when determining whether ESY services are necessary in order to ensure the provision of FAPE. When determining the need for ESY services (special education and related services) for individual students, IEP or FSP teams engage in a determination of needs process that entails examining the following information and data: • Regression/Recoupment - Without special education and related services there is a substantial likelihood of substantial regression of critical skills caused by the school break and a failure to recover those lost skills in a reasonable time following the school break. • Interfering Behaviors- the IEP committee determines whether any interfering behaviors, such as stereotypic, ritualistic, aggressive, or self-injurious behaviors targeted by the IEP goals and objectives have prevented the student from receiving benefit from the educational program during the previous school year and whether interruption of instruction on those objectives caused by a school break will prevent the student from receiving benefit from the educational program during the next school year. • Critical Point of Instruction - The IEP committee determines whether, without ESY services, the student requires instruction in a critical area(s), which results in the likelihood of preventing the student from receiving benefit from the educational program during the regular school year without ESY services. • Emerging Skills Breakthrough – The IEP team reviews all goals and objectives targeting critical life skills to determine whether any of the skills are at a breakthrough point. When critical life skills are at this point, the IEP committee determines whether the interruption of instruction on those goals and objectives caused by the school break is likely to prevent the student from receiving benefit from the educational program. • Nature/Severity of Disability - The IEP committee determines whether, without ESY services, the nature and/or severity of the student's disability is likely to prevent the student from receiving benefit from the educational program during the regular school year without ESY services. • Degree of Progress- The IEP committee reviews the student's progress toward goals on critical life skills and determines whether without ESY services, the student's degree of progress toward the goals will prevent the student from receiving benefit from his/her educational program during the regular school year. • Special Circumstances - The IEP team considers any special circumstances such as parental concerns, legal considerations, and special needs of the students, not covered above. Examples of students who may require ESY services under this criterion include, but are not limited to, the following: (a) A student who has recently obtained paid employment and requires the services of a job coach in order to maintain successful employment. (b). A student who requires ESY services in order to remain in his or her existing LRE and prevent movement to a more restrictive setting. (c). A student whose frequent health-related absences have significantly impeded progress on goals related to critical life skills. IEP teams consider a student's need for ESY at each annual IEP review and again at interim IEP reviews if applicable. Data collection is ongoing throughout the school year, and as an added measure, IEP teams consider the need (review available information and analyze data) for ESY for all ESE students in the early spring. IEP meetings are scheduled accordingly. Appropriate data to be reviewed includes, but is not limited to, the following: Pattern of regression after past breaks in service, individualized education plans, positive behavioral support plans, report cards, work samples, probes/running records, pre/post-test before/after breaks, teacher-made checklists, frequency charts, progress on annual goals, anecdotal records from home/school, referrals/discipline files, point sheets, therapy logs, and other documentation related to extenuating circumstances. In addition, parents, teachers, and other professionals are all valuable sources of information.

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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.)

The district has procedures for informing staff that varying amounts, types and durations of ESY services (special education and related services) are based on the individual needs of a student. Examples of various types of ESY include the following: direct instruction or support facilitation once or more per week, therapy, web-based learning (with or without periodic consultation or support facilitation), computer software, take-home instructional materials, and consultation. Also, some students may engage in credit recovery during the regular school year. District staff (ESE administrators, ESE Staffing specialists, and ESE Curriculum specialists) share this information with all ESE teachers at the start of each school year. In addition, ESE specialists meet with school-based ESE teacher teams on a monthly basis and share this information periodically. When IEP teams consider a student's need for ESY, they are encouraged to engage in a structured determination of needs process. The process in part requires teachers to consider varying amounts, types, and durations of ESY services based on the student's individual needs. An ESE district specialist monitors the various ESY service delivery models and helps to ensure the district's ESY policies and procedures are implemented with fidelity. Also, district ESY best practices and procedures are detailed in the district's ESE Admissions and Placement manual. This manual is accessible to all ESE and general education teachers.

l. 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.

DRAFT

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,

DRAFT

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 Disabilites

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

DRAFT

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.

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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.

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

In accordance with 34 CFR §300.503, each consent form must be provided in the parent's native language as defined in 34 CFR §300.29. Consent forms can be accessed at the following link: 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:

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- 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).

> District Assessment and Planning Dates: Best Practices for Inclusive Education (BPIE) Self-Assessment Date: October 19, 2017 BPIE FIN Services Plan (FSP) Date: October 30, 2017 Scheduled FSP Review Dates: May 2018, May 2019

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

> October 30, 2020

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

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

> Students with disabilities are educated in the least restrictive environment. The regular classroom is the first placement option for special education services to be considered, but for some students additional placement options may be necessary. The district offers a variety of alternative placements for students with disabilities: Regular Class, Regular Class with Support, Resource Room, Self-contained classes (InD, ASD, EBD, LI) Alternative Discipline Settings, and Hospital/Homebound Instruction. Special classes, special schooling, or other removal of exceptional education students from regular classes shall occur only when the nature or severity of the handicap cannot be satisfactorily accommodated with supplementary aids and services in the regular classroom. The emphasis on participation in the general education curriculum is intended to focus attention on the accommodations or modifications necessary to enable students with disabilities to access the general education curricula as well as a strong presumption in favor of a regular classroom placement. The district contracts with the Clarke School in Duval county. The Clarke school provides services to students with visual impairments ages 3-5 full time; students with visual impairments grades K-8 itinerate; students who are Deaf/Hard of Hearing full time or itinerate grades PreK-5; students who are Deaf/Hard of Hearing itinerate grades 6-12.

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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.

The extent to which an individual student participates in the regular education setting with the use of supplementary aids and services is determined on a case-by-case basis by the individual educational plan team. This requires individualized inquiry into the unique educational needs of each student so that the team can determine the possible range of aids and supports that would enable the student to be educated satisfactorily in the regular education environment before a more restrictive placement is considered. Supplementary services are provided in regular education classes, nonacademic, and extracurricular settings to enable students with disabilities to be educated with students without disabilities to the maximum extent possible.

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

14. Review and revision of the IEP
    The district ensures that the IEP team:

    a. Reviews the IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved

    b. Revises the IEP as appropriate to address:
       - Any lack of expected progress toward the annual goals and in the general curriculum, if appropriate
       - Results of any reevaluation conducted
       - Information about the student provided to or by the parents
       - The student's anticipated needs or other matters
       - Consideration of the factors described earlier in subsection 7

    c. Responds to a parent's right to ask for revision of the student's IEP

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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

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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.

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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.

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

The district provides Behavior Resource Teachers to selected sites. Training is provided to these teachers on a monthly basis. The Behavior Resource Teachers are responsible for providing that information to the teachers on their school campus. Safe Crisis Management training (seclusion and restraint)is mandatory for all behavioral health assistants. ESE teachers are also trained in these procedures, and receive training in positive behavioral interventions. This training occurs on an annual basis. The district also provides training to individual teachers through the district ESE specialists for behavior and behavior analysis. County-wide professional development regarding positive behavior interventions and supports is offered during a summer institute for teachers.

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.

When the IEP team determines that the student has behavior that impedes his/her learning or the learning of others, such must be indicated on the IEP, and the IEP team must address that behavior in the development of the IEP. The team must address the student's behavior by reflecting, at a minimum, one of the following in the IEP: 1) that an FBA or BIP will/has been done and will/does exist for the student and is listed as a service in the IEP; 2) an IEP goal in the area of behavioral concern is included in the IEP; 3) specially designed instruction and/or related services are provided to address the behavior.

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.

The ESE discipline specialist monitors the out of school suspensions and provides reports to district personnel, school administrators, and ESE staffing specialists on a monthly basis. The ESE discipline specialist also reviews expulsion data as it becomes available throughout the school year. The discipline specialist attends all ESE expulsion meetings.

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

The district prohibits any SWD from being removed for more than ten (10) cumulative or consecutive days within a school fiscal year. Any disciplinary removal of a student with a disability for more than 10 days in a school year is considered a change of placement. If a decision is made that a change of placement via the use of disciplinary removals over 10 at a time or 10 cumulatively in a school year will occur for a student with a disability, the student's IEP team will be convened to conduct a manifestation determination review.

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

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- 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.

Upon receipt of the discipline referral packet a manifestation determination review is scheduled. In no case is the manifestation determination delayed more than five school days after the infraction. Required participants are the IEP team with appropriate composition required by law. In addition to those required IEP team members, additional participants may include targeted case managers, social workers, and school psychologists.

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

The IEP committee initiates or reviews the FBA/PBIP. If the student has an FBA and PBIP it is reviewed and revised as appropriate at the IEP meeting (which includes the qualified personnel.) Clay County, over time has developed FBA and PBIP models which vary in intensity based upon presenting behaviors.

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

Our district conducts a county-wide ESE training during pre-planning. During this time, teachers are provided training in conducting FBAs and developing and implementing BIPs. All campus departments are in-serviced during the school year by curriculum specialists and/or staffing specialists.

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

The student may return to his/her district campus or may be assigned to an alternative interim educational setting. These decisions are made by the IEP committees who convene as a result of recommendation for alternative placement (IAES). Examples of IAES include Bannerman Learning Center which is a separate campus and three elementary cluster sites.

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

In the event that a due process hearing would need to be initiated, the Superintendent's letter to the Division of Administrative Hearings (DOAH) would specify that the request is for an expedited due process hearing. Further, the school board attorney would communicate with both the parent and DOAH that the hearing needs to be expedited as per federal and state regulations.

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.

The district reviews and revises the IEP and FBA/PBIP to address a change in placement and there is never a cessation of service, as mandated by case law and legal requirement. Options for the IAES include a separate campus for secondary students and three elementary cluster sites.

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.

Training may be provided by curriculum specialists, staffing specialists, mental health therapists, behavior analysts, and members of the sheriff's department. This training is provided to appropriate school staff at the IAES sites. Supports to staff include behavior health assistants, lower pupil-teacher ratio, and mental health counselors.

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

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- 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.

Parents are provided written prior notice to attend an IEP meeting. No decisions regarding student placement or removal are made prior to the IEP meeting. If the IEP team decides to change the placement, prior written notice is provided to the parent along with procedural safeguards. If the parent is not in attendance they receive written notice in addition to procedural safeguards. This procedure is applicable for all violations of the code of conduct including expellable offenses.

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

The ESE discipline specialist monitors the initiation/duration dates on the IEP and has an electronic filing system to ensure the 45 school days are not exceeded. An interim IEP meeting is held before the duration date.

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 district has procedures and forms for due process hearings which include the requirement for setting up a resolution meeting within seven days of a request for an expedited hearing. The ESE Director and school board attorney are responsible for scheduling the resolution meeting utilizing district developed forms and correspondence.

8. Authority of an Administrative Law Judge

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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

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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.

The principal, in most cases, makes the recommendation regarding the disciplinary action and transmits copies of all records including disciplinary reports to the IEP team and when appropriate, the school board. These records are provided only to appropriate legal authorities.

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.

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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

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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.

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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.

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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.

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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.)

> Districtwide Assessments: i-Ready Mathematics, grades K-8 i-Ready Reading, grades K-3 Achieve 3000 Reading, grades 4-12 Performance Matters Reading, grades 3-10 Performance Matters Science, grades K-8 plus Biology Performance Matters Math Assessment, grades K-8, Algebra I, Geometry Clay Writes, Grade 4-8 Corresponding Alternate Assessments* Brigance Inventory of Early Development III (Birth - 8) Brigance Inventory of Early Development III Standardized (Birth - 8) Brigance Comprehensive Inventory of Basic Skills II (PreK-9) Brigance Comprehensive Inventory of Basic Skills Standardized II (Pre-K – 9) Brigance Transition Skills Inventory (Middle & High School) Assessment of Basic Language and Learning Skills Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) *Corresponding alternative assessments are selected based on student achievement/functioning levels.

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?

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Reading

1.7

Mathematics

1.8

Science

1.8

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.

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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.)

The Clay County Exceptional Student Education (ESE) Department provides professional development and ongoing guidance to IEP teams outlining the specific procedures for determining the type of standards students with disabilities will receive instruction in and how they will participate in the statewide assessment system. First and foremost, the ESE department believes that all students should be academically challenged and taught to high standards, and the general education curriculum is to be the first consideration for providing educational services to a student with a disability. IEP teams are guided to carefully consider and remain cognizant that qualifying a student for standards based instruction via Florida Standards Access Points can significantly impact the extent of a student's access to postsecondary opportunities. Most importantly, all IEP team decisions regarding which standards and methods of assessment are most meaningful and appropriate for each individual student should be based on the holistic view of the student and not on any one factor (i.e. type of exceptionality or level of academic performance). To determine if a student will receive instruction in Access Points, teams review and discuss a variety of sources of information. A history of poor performance on state assessments or deficient reading scores in and of itself does not necessarily qualify a student as having a significant cognitive disability. Reliance on intelligence quotient (IQ) scores alone is not sufficient. Therefore, IEP teams review all available student information for evidence of a significant cognitive disability. Such information includes the following: • psychological assessments • achievement test data • previous statewide assessment and district-wide test scores • aptitude tests • observations • attendance records • medical records • mental health assessments • adaptive behavior assessments • language assessments • curricular content • school history • student response to instructional intervention IEP teams utilize an Access Point Course Decision Tree Flowchart to guide the decision making process. The flowchart is a visual outline of the process for determining instruction and assessment decisions for students with disabilities. IEP teams are encouraged to use this process in conjunction with their collaborative knowledge and established IEP practices to determine the most appropriate means of assessment. In addition to the flowchart, IEP teams work through a systematic process contained in all Clay County IEPs. The IEP team is charged with answering the following questions as a guide in the decision-making process to determine how a student with disabilities will be instructed and participate in the statewide, standardized assessment program. 1. Does the student have a significant cognitive disability? 2. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials, does the student require modifications, as defined in Rule 6A-6.03411(1)(z), F.A.C., to the grade-level general state content standards pursuant to Rule 6A-1.09401, F.A.C.? 3. Does the student require direct instruction in academic areas of English language arts (ELA), mathematics, social studies, and science based on Access Points in order to acquire, generalize, and transfer skills across settings? If the IEP team determines that all three of the questions accurately characterize a student's current educational situation, then the team could decide to enroll the student in access courses and utilize the Florida Standards Alternate Assessment to provide meaningful evaluation of the student's current academic achievement. In addition, the IEP team will determine how the student participates in the FSAA (Performance Task or Datafolio Participation). During IEP team meetings when the FSAA is being considered, the parents are provided with information to help them understand the state's assessment options so they can meaningfully participate in the IEP decision-making process. In accordance with Rule 6A-6.0331(10)(b), F.A.C. If the decision of the IEP team is that the student will participate in access courses and be assessed through the FSAA, the parents and/or guardians of the student must give signed consent to have their child instructed in Access Points and their child's achievement measured based on alternate academic achievement standards. This decision is documented on the Parental Consent Form—Instruction in the State Standards Access Points Curriculum and Statewide, Standardized Alternate Assessment. In addition to the processes above, the ESE department developed and implemented an ongoing monitoring process to help ensure IEP teams are adhering to the criteria for participation in FSAA, and to help ensure the data related to FSAA is accurately reported in the district-wide student information system. Whenever an IEP team determines a student will participate in access courses and will be assessed through the FSAA, an ESE specialist assigned to the school adds the student's name to a monitoring spreadsheet and reviews the student's IEP for accuracy. The ESE specialist verifies the student's exceptionality ensuring that students with a single exceptionality of, or a combination of, SLD, E/BD, or Speech/Language Impairment are not determined eligible for instruction in Access Points and assessment via FSAA. Also, the ESE specialist reviews the IEP team's decision-making process to determine how a student will be instructed and participate in the statewide, standardized assessment program to ensure the student meets the specific criteria. The district crafted the spreadsheet to include the FSAA items monitored by the FLDOE. For example, the count of students taking the FSAA but not enrolled in access courses, the student's primary exceptionality, the count of students who have no ESE status, and the count of students with no reported indication the student has a cognitive disability. Furthermore, the ESE specialist ensures parent/guardian consent for instruction in the state standards access points curriculum and statewide, standardized alternate assessment is obtained. Once the data is confirmed, the ESE specialist ensures the student's ESE program data is entered correctly into the district's student information system. As errors are revealed (i.e., students don't meet the FSAA criteria or have student data entry errors), corrections occur immediately. IEP meetings are conducted as applicable.

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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).

The first step in identifying circumstances within the district that may contribute to a higher enrollment in FSAA was to ensure the district's data is correct. At the start of the 19-20 school year, the district placed a heightened emphasis on data monitoring and implementing best practices (described previously) for determining which students will be assessed using the FSAA. Due to the pandemic school closures and assessment waivers for the 19-20 school year, the effect of this process will not provide 19-20 comparison data for the previous year until after the FSAA 20-21 test administration. The school district identified specific programs that may contribute to a higher enrollment of SWDs assessed through the FSAA. The United States Navy has designated the Jacksonville Navy base as one of the homestead sites that provides unique assistance to families who have children with significant special needs. Active duty members can request to be assigned to the Jacksonville base in order to obtain special needs educational services for their children. Due to an excellent educational reputation, many of these families choose to reside in Clay County and enroll their children with significant special needs in Clay County District Schools Another factor contributing to a higher number of students assessed through the FSAA is Clay County is the site for nine group home companies that provide residential care for students with significant cognitive disabilities and significant behavioral challenges As the district engages in and strengthens the processes previously discussed, it's important to note that the greatest reduction of student participation in the FSAA can be realized through a collaborative, intentional, district wide effort to expand inclusion opportunities for students with significant cognitive disabilities. Beginning in the 18-19 school year the district began making a concerted effort to exercise and provide guidance to schools for best practices in inclusive education by increasing inclusion opportunities for students with significant cognitive disabilities. Schools are working to support these students in the general education setting with the goal of enabling the students to access and participate meaningfully in the general education curriculum and assessments to the greatest extent possible. ESE students receive a combination of differentiated instruction and curriculum/assessment accommodations from a general education teacher, in combination with ESE specially designed instruction and services delivered by an ESE teacher and related services personnel if applicable. As this district wide initiative expands and students grow and flourish over time, the district hopes to reduce the number of students participating in the access points curriculum and alternate assessment.

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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.

During the 18-19 school year Clay County school District's count of all students tested were as follows: 21,647 in mathematics, 23,241 in ELA. and 8,949 students in Science. Out of these total students tested, the count of students whose only subject was an FSAA was 390 in math, 395 in ELA, and 160 in Science. This resulted in the district's 2018–19 FSAA participation percentages in FSAA: Mathematics 1.8 Reading 1.7 Science 1.8 The review of the district's FSAA revealed a count of students whose only subject test was an FSAA but were not enrolled in an access course associated with the FSAA they took. In math, there were 10 students (2.6% of total 390 students), ELA 10 students (2.5% of total 395 students), and in science 4 students (2.5% of total 160 students). Once these students were identified, the school examined the student's schedule and found students were enrolled in general education classes while receiving instruction in access points. The schedules were corrected to reflect access courses in the inclusion setting. For select students the IEP team convened to change the student back to the general state assessment. When reviewing the subgroup data for primary exceptionalities, the majority of the students assessed by FSAA were students with the primary exceptionality of InD and ASD. The data shows 216 out of 390 students in math, 219 out of 395 in ELA, and 88 out of 160 all had the primary exceptionality of InD. 142 out of 390 students in math, 143 out of 395 students in ELA, and 55 out of 160 students all had the primary exceptionality of ASD. The combined totals for both InD and ASD are: Math - 358 out of 390 students ELA - 362 out of 395 students Science - 143 out of 160 students Other primary exceptionalities subgroups revealed one student with a traumatic brain injury, 1 student with a visual impairment, and one student who was deaf/hard of hearing. Upon review of IEPs, all of these students had secondary exceptionalities and were determined to have a significant cognitive disability. One student with the primary exceptionality of specific learning disability was assessed using the FSAA. The IEP team convened and changed the student's assessment method back to the general state assessment. One student was identified with a language impairment as the primary exceptionality. The student was also InD, but the primary exceptionality was incorrectly reported. There were 4 students with the primary exceptionality of emotional behavioral disabilities, 1 student who had no ESE status, and 8 students with no reported indication that the student has a cognitive disability. The school-based monitoring teams reviewed all of these IEPs verifying the accuracy of the decision-making progress as described in the previous section. IEP teams made changes as applicable. There were no students with the primary exceptionality of Speech Impaired or Gifted assessed using the FSAA. Of the 49 public and charter schools in Clay County, there were 23 schools where no students were assessed using the FSAA. ESE programs for students with significant cognitive disabilities are clustered at the other 26 schools, so this would account for the varied count of students tested. In summary, the district's plan to continue to address areas of identified disproportionality and reduce the district's FSAA participation percentage to less than 1% include several strategies: Guide IEP teams to engage in the decision making process for FSAA based on qualitative data following prescribed procedures. Educate parents to help them understand the state's assessment options so they can meaningfully participate in the IEP decision-making process Continue to implement district wide monitoring processes making improvements as needed based on data. Increase the number of students on access points/alternate assessment in the general education setting to the greatest extent possible. Support strategies that encourage or allow students to participate meaningfully in the general education curriculum and general assessment. Provide professional development to teachers with an emphasis on learning how to differentiate instruction, provide instructional or assessment accommodations or deliver specially designed instruction in the general education setting depending on the roles/needs of teachers.

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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.

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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.

The district ESE Program Specialist for Prekindergarten Children with Disabilities attends all transition conferences scheduled monthly by the Service Coordinator for Early Steps. Children receiving services from Early Steps will be scheduled for a transition conference at least 90 days prior to his or her third birthday. The transition conference meeting includes Early Steps personnel, the district's ESE Prekindergarten program specialist, and the family. Early Steps will provide a referral packet the district ESE PreK specialist at least 10 days prior to the transition conference for that child. The district ESE PreK program specialist reviews the referral prior to the transition conference. At the transition conference, the family, the Early Steps Services Coordinator, the ESE PreK program specialist reviews the referral packet and provides the family with written information to assist them in understanding the transition process and services available in the district. If the family wishes to be referred to the school district, the family provides consent for Early Steps to share BDI evaluation results with the school district. Also, the family is given the school district's Social/Developmental History packet to complete and return. After the transition conference meeting, the school district will collect referral components and obtain consent for evaluation. The parents will receive a copy of the district's procedural safeguards at the time consent is provided. Once the referral is complete, an appointment is scheduled for the student to be evaluated by the district's PreK Assessment Team. A reminder is sent to the family prior to the PreK Assessment Team appointment. The PreK Assessment Team completes necessary evaluations and holds an eligibility determination meeting during the family's PreK Assessment Team appointment. If the child is determined eligible, an IEP is completed by the PreK Team on the day of evaluation. If the IEP cannot be completed, multiple attempts are made to reschedule the IEP team meeting to ensure the IEP is written before the child's third birthday. Transition conferences and PreK Assessment Team meetings are scheduled year-round to ensure that eligible children will have an IEP in place by their third birthday.

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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.

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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;

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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.

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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

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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

DRAFT

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

DRAFT

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

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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

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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.

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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

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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

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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.

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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

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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.

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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

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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.

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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;

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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.

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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.

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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;

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        - 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

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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.

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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

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- ☐ 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

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- ☐ 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

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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

41,037

Total Number of Gifted Students

2,470

Percent of All Gifted Students

6.02%

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

Number of LEP Students

940

Number of LEP Gifted Students

26

Percent of LEP Gifted Students

2.76%

Percentage of LEP Gifted Compared to Total Number of Gifted Students

1.05%

*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

17,081

Number of Low SES Gifted Students

1,528

Percent of Low SES Gifted Students

8.94%

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

61.86%

*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).

According to Rule 6A-6.03019(2)(b)(I), Florida Administrative Code (FAC), under-represented groups include students who are limited English proficient (LEP) or from a low socio-economic (SES) status family. Pursuant to the eligibility provisions of Rule 6A-6.030 19(2)(b)2, FAC, the goal is to achieve a representation of eligible students in programs for the gifted that is representative of the student population in the Clay County District Schools. The Clay County plan targets students in both of these groups. The district's goal is to increase the percentage of students from under-represented groups (LEP & SES) by 0.5% above the Fall 2019 data for each targeted group. The percent of LEP Gifted students will increase from 2.76% to 3.26% and the percent of low SES students will increase from 8.94% to 9.44% The district expects a 1.5% increase in both under-represented groups over the next three years. It should be noted that both the LEP and low SES designations are subject to change for individual students. (For example, many LEP gifted students quickly master the language and then are no longer classified as LEP.) The long term district goal for Clay County is to achieve proportional representation in the gifted program of all currently under-represented populations.

1. **Screening and Referral Procedures**
    - A description of the screening and referral procedures that will be used to increase the number of students referred for evaluation
2. **Student Evaluation Procedures**
    - A description of the evaluation procedures and measurement instruments that will be used
3. **Eligibility Criteria**
    - A description of the criteria, based on the student's demonstrated ability or potential in the specific areas of leadership, motivation, academic performance, and creativity, that will be applied to determine the student's eligibility; if a matrix is used when determining eligibility, a copy is included as an attachment
4. **Instructional Program Modifications or Adaptations**
    - A description of the instructional program modifications or adaptations that will be implemented to ensure successful and continued participation of students from underrepresented groups in the existing instructional program for students who are gifted
5. **District Evaluation Plan**
    - 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

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

Select from the following:

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

- [x] 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."

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

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Appendix G: District Procedures During a Declared State of Emergency

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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 unforeseen circumstances beyond the school district's control, there may be times when it is necessary to close schools to ensure the safety, health, and well-being of our students, staff, and community as a whole. Clay County District Schools (CCDS) are prepared with educational opportunities for our students to continue instruction through distance learning if a prolonged school closure should occur. Our mission is to work collaboratively with all stakeholders to provide a public education experience that is motivating, challenging, and rewarding for all children. The Clay County District Schools has developed an Instructional Continuity Plan for Emergency Closures of District Schools (ICP) that outlines the experience all students (including students with disabilities) will have when students are unable to physically attend school because of school closure. Our commitment to parents and students entails: a). The Instructional Continuity Plan experience will empower all students to achieve their learning goals, have opportunities to collaborate online, and persevere through challenges offsite. b). Students will be supported through modeling, differentiation, individual feedback, and opportunities for reflection and revision through e-learning tools and online platforms. c). CCDS will provide instruction and support that encourages students to be inspired, passionate and motivated to meet their learning objectives and targets. d). To provide all of our students with work that can be done at home, which will keep them focused on the essential areas of study and course work that they would otherwise be learning about in school. e). Our dedicated teachers will commit to careful planning, maintaining an online presence during normal working hours, and providing regular guidance, feedback, and support on the work set. f). Teachers will follow a timetable so students know when to expect work from their teachers while at the same time ensuring students are not overloaded with work. Throughout the years, the District has compiled a comprehensive collection of online content and digital resources that is available to all students enrolled in CCDS through the OneClay portal. CCDS also provides Chromebooks for students to check out for home use to ensure that district students can continue their learning without interruption. The Instructional Continuity Plan has three main components: Instructional Overview, Distribution of Mobile Devices, and Internet Access. Instructional Overview explains which resources teachers and students will use for core instruction and which materials can be used as supplemental resources to enhance core instruction. Distribution of Mobile Devices provides the steps the District is taking to ensure that any district student who needs a mobile device to access the instructional resources will be provided with one, upon request, for the duration of the schools' closure. Internet Access poses the greatest challenge to ensuring that CCDS students can continue their studies while at home. The district's partnerships with service providers are crucial to providing free or reduced-cost internet service to students should the District close in case of emergency situations. With that being said, during emergency closures, the District will provide a printed packet option for students who are unable to gain access to the internet. Exceptional Student Education (ESE) teachers and related service providers are committed to making good faith reasonable efforts to provide students with disabilities a Free and Appropriate Public Education (FAPE) by meeting their individualized needs. In addition to the district's ICP, students with disabilities will have a temporary distance learning plan. The distance learning plan will reflect (with input from the parent) what can be appropriately and feasibly provided to benefit and support the learning of each individual student with a disability. FAPE may include, as appropriate, special education and related services provided through distance instruction, teletherapy, telephonically, individualized offline activities, or a combination of delivery methods. Once a state of emergency is declared and school closures are ordered, each student's special education and related service provider(s) (and general education teachers, where appropriate and feasible) will contact parents to solicit their input regarding the feasibility of providing services and to collaboratively develop their child's Temporary Distance Learning Plan. Parents are advised that the temporary distance learning plan is not a proposed change of placement or an IEP amendment. Rather, the plan is a temporary plan for providing distance learning services that will benefit their child in light of the current circumstances. In addition an informational letter is sent to parents describing the temporary distance learning plan, confidentiality of virtual instruction, and how it relates to their student(s). A student's temporary distance learning plan will include the following information: Student's preferred mode of engaging in instruction (i.e. online, offline, telephonically, or a combination of any of these). Name of person providing the ESE service. Description of service provided. Accommodations or modifications listed on student's IEP to facilitate student success. Any unique tailoring of activities. Student response(s) and/or input to instructional activities. Parental input in the development and execution of the temporary plan. Any additional relevant notes. ESE teachers and related service personnel maintain documentation of the implementation of the temporary distance learning plan and parent contacts on an e-Learning Service Log or other log as appropriate. If a student has an individualized education plan (IEP) or a Gifted Education Plan (EP), in place when school is closed the plan stays intact. The placement and services in the IEP or EP remain as the child's "current placement and services" during the school closure period. These same services will be implemented when school reopens unless the IEP or EP team convenes to revise the student's ESE services for the brick and mortar setting. The impact, if any, of the school closure on the child's educational needs will be assessed when normal school operations resume and when feasible; and IEP and EP meetings will be held if needed and revised based on the current needs of the student as determined when school operations resume. Unexpected school closures directly impact scheduling and conducting ESE and ESE related meetings. All meetings previously scheduled for the brick and mortar setting will be rescheduled in coordination with parents/guardians for the virtual environment. If needed, parents are provided with guidance to participate in virtual meetings to ensure they can participate fully. During the period of school closures, meetings will be held virtually as

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needed or required following the same procedures as they normally would occur in the brick and mortar setting. These meetings include but are not limited to: IEP, EP, Services Plans, parent requests for evaluation/reevaluation, and eligibility determination and placement meetings. If during a meeting the team obtains consent for a comprehensive formal evaluation, the district will continue to complete evaluations to the greatest extent possible in light of the circumstances. Portions of the formal evaluation that require face-to-face assessments and direct student observations will be conducted virtually whenever feasible and appropriate. If parts of the evaluation are to be administered virtually, the district will ensure the evaluators are fully trained to administer the assessment(s) online, and the parents and students will receive an explanation of the assessment(s) and guidance on how the parents and students will participate in the evaluation. It is important to note that not all assessment instruments can be used in a virtual format as they require the hands-on use of manipulatives, or may not truly capture the full range of the child's needs or abilities. In these circumstances, school based teams will work with parents to reach mutually agreeable extensions of evaluation timelines. ESE teachers and related services personnel will make good faith reasonable efforts to tailor instruction to enable students to make progress on their annual goals and objectives. Goal progress will be shared with parents on a regular basis as it would occur in the brick and mortar setting. ESE personnel will establish a mutually agreeable means to share goal progress with parents/guardians based on the parents/guardians preferred means of communication (secure email, parent portal, or via U.S. mail).

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SP&P SIGNATURE PAGE

School District:

Administrator of Exceptional Student Education:

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

CERTIFICATION OF APPROVAL

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

_____ _____

Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency — Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

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

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2019-20 Revisions to SP&P Manual

The school district's Exceptional Student Education Policies and Procedures (SP&P) document is intended to provide district and school personnel, parents of exceptional students, and other interested persons information regarding the implementation of the State's and school district's policies regarding ESE programs. The school district's SP&P document is developed/revised and submitted to the Florida Department of Education (FLDOE) for approval at various times in accordance with timelines required by the FLDOE and is adopted by the school district's School Board as official policy.

The recent revisions to the 2019-20 SP&P document consisted of an annual review of data and procedural revisions for the following sections:

Section A.6: District Plan Related to Reducing the Use of Restraint pages 12-15

Section A.7: District Plan Related to Reducing the Use of Seclusion pages 16-19

Appendix C: District Plan to Increase the Participation of Underrepresented Students in the

Program for Students who are Gifted 163-168

Section E: Participation in State and District Assessments pages 127-135

Appendix G: District Procedures During a Declared State of Emergency Pages 166-168. This is a new section that describes our district's procedures during a declared state of emergency impacting the provision of special instruction and services for exceptional students.

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF INTENT TO ADOPT
2019-2020 - 2020-2021 Special Policies and Procedures (SP&P) Manual

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of the proposed revisions to 2019-2020 - 2021-2021 Special Policies and Procedures (SP&P) Manual.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the SP&P Manual is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - November 5, 2020. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt the SP&P Manual under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced SP&P Manual are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed SP&P Manual was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt proposed revisions to the 2019-2020 - 2020-2021 Special Policies and Procedures (SP&P) Manual following a public hearing. ***The public hearing shall be held on Thursday, December 10, 2020,*** during the course of the Board's regular meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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November 5, 2020 - Regular School Board Meeting

Title
C7 - Maxim Health Care Services, Inc. Contract 2020-21

Description
The School Board of Clay County must provide nursing supports to meet student needs. Maxim Health Care Services, Inc. allows the district to meet obligations under the individuals with Disabilities Act (IDEA), to students with significant nursing needs, including substitute nurses for medically complex students. In collaboration with district and school nursing staff, Maxim supports the students, teachers, and families by providing necessary nursing care.

Gap Analysis
Maxim Health Care Services, Inc. provide nursing for students with the most significant of medical needs, including nurses assigned to individual students. These medically fragile students require ongoing nursing care that must be provided whenever a district hired nurse is absent or the position has not been filled. Contracting with Maxim Health Care Services, Inc. ensures that the district meets the IDEA requirements of a free, appropriate public education (FAPE) for all students with disabilities.

Previous Outcomes
The district has contracted services with Maxim Health Care Services, Inc. since 2003, providing assistance for students with very complex medical situations. The staff at Maxim collaborates as needed with teachers, parents, agency personnel and other educators in case management, problem solving, and data collection.

Expected Outcomes
Maxim Health Care Services, Inc. will help meet the needs of students with significant medical requirements, which in turn will improve the student's academic, social, and emotional development. The district will continue to contract with Maxim Health Care Services, Inc. for students who require extensive medical services in the educational environment.

Strategic Plan Goal
Goal 3: Establish a respectful climate and culture that provides equity and access to all. Strategy 3.2: Develop systems and processes that focus on developing the whole child.

Recommendation
That the Clay county School Board approve Maxim Health Care Services, Inc. contract for the 2020-21 school year.

Contact
Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact
The projected cost of implementing this contractual agreement is about $30,000.00. Funding source: 0100.5200.310.9005.0000.

Review Comments

Attachments

Maxim.pdf

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R035295

APPROVED

210031

AGREEMENT/CONTRACT REVIEW FORM

BOARD MEETING DATE: **NOVEMBER 5, 2020**

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: **9.10.2020**

Contract Initiator (Name of Person Overseeing the Contract): **Melanie Sanders** Telephone Number: **336-6866**

School/Department Submitting Contract: **County Office/Exceptional Student Education**

Vendor/Contractor Name: **Maxim Health Care Services, Inc. – Chicago** (200114)

Contract Title: **Independent Contractor Services Agreement**

Contract Type: New ☐ Renewal ☑ Amendment ☐ Extension ☐ Date Original Contract Approved: **2003**

Contract Term: **August 6, 2020 - May 28, 2021** Renewal Option(s):

Contract Cost: **$30,000.00** Payment Schedule: **Monthly**

Funding Source: **0100.5200.0310.9005.0000** Purchase Requisition No.: *

Strategic Plan Tie-In Explanation: Goal 3: Establish a respectful climate and culture that provides equity and access to all. Strategy 3.2: Develop systems and processes that focus on developing the whole child. Nursing services are required under the Individuals with Disabilities Education Act (IDEA).

Pre-Approved by Superintendent or Designee? Yes ☑ **No** ☐

Additional Information: This contract provides nursing services to eligible ESE students. Some students with disabilities require nursing services, as specified by the Individual Education Plan (IEP). This contract provides nursing staff to supplement hard-to-fill positions, and provides for substitute nurses when not available from the district maintained substitute roster. Maxim Health Care Services has provided temporary nursing services to the district for 15 years and supports the specialized needs of students with disabilities well.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED:

☑ **Completed Contract Review Form**

☑ **SBAO Template Contract or other Contract (with all basic and mandatory terms)**

☐ **SIGNED 2018 Addendum A (if not an SBAO Template Contract)***

**This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.")*

☑ **Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:**

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation insurance, vendor/contactor must sign a Release and Hold Harmless Form. If not exempt, vendor/contactor must provide Workers' Compensation coverage].

Approvals			Comments
Purchasing Department BTB	Approved	Denied	Health Services 6A-1.012(11)(a)
Review Date 9/15/2020	Approved	Denied	COVID Waiver added
Risk Management Department	Approved	Denied	Need Current COI in November
Review Date:	Approved	Denied	
School Board Attorney	Approved	Denied	
Review Date: JB 9/17/20	Approved	Denied	
Information & Technology Dept.	Approved	Denied	
Review Date:	Approved	Denied	
Other	Approved	Denied	
Review Date:	Approved	Denied	

Contract Review Form, May 2018, SBAO (web)

RECEIVED
SEP 10 2020
PURCHASING

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between ***MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS*** ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

WHEREAS, the District is engaged in the activity of providing educational opportunities to children; and

WHEREAS, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: ***provide nurses (RNs and LP (V) Ns), (collectively, "Personnel") to Clay County District Schools, for supplemental staffing services, subject to availability of qualified Personnel.***

2. In exchange, Contractor shall be compensated by the District as follows:

Maxim Rate Chart (Per Hour)

Service	***Clinic and One-on-One Low Tech ESE***	***One-on-One High Tech ESE***
LPN	***$35.81***	***$39.80***
RN	***$42.71***	***$46.95***

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Rates will increase 2% effective January 9, 2021 to the following:

Service	***Clinic and One-on-One Low Tech ESE***	***One-on-One High Tech ESE***
LPN	***$36.53***	***$40.60***
RN	***$43.56***	***$47.89***

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) Hours per week or according to applicable Florida law. The overtime rate is one and one-half (1 ½) times the regular billing rate listed above for such hours.

Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on ***June 30, 2021*** unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

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6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:
   $1,000,000.00 per occurrence
   $2,000,000.00 aggregate

2. Auto Liability Policy:
   $1,000,000.00 combined single limit
   $5,000,000.00 (if charter or common carrier)

3. Worker's Compensation Policy:
   $100,000.00

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Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as ***Exhibit A.***

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida

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Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contactor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.

c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.

d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO

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PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

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IN WITNESS WHEREOF, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

AS TO CONTRACTOR:

Brandan McGee
(Printed Name)

(Signature)

Asst, Controller
(Title)

8/24/2020
(Date)

7227 Lee Deforest Drive,

Columbia, MD 21046
(Address)

410-910-1500
(Phone number and e-mail)

AS TO BOARD/DISTRICT:

~~Terry Roth~~ Carol Studdard
(Printed Name)

(Signature)

Chairperson of Board
~~Director, Exceptional Student Education~~
(Title)

(Date)

~~23 South Green Street~~ 900 Walnut St.

Green Cove Springs, Florida 32043
(Address)

~~(904) 336-6866~~ carol.studdard@
~~terry.roth@myoneclay.net~~ myoneclay.net
(Phone number and e-mail)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 311 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE (A/C, No, Ext): (610) 526-9130 FAX (A/C, No): (610) 526-2021 E-MAIL ADDRESS: certs@altuspartners.com
INSURED Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions 7227 Lee DeForest Drive Columbia MD 21046	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Lloyds of London (A) 2623/623 INSURER B: ACE American Ins. Co. (A++) 22667 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2020 Staffing Std + XS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X $3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PH1907813	01/29/2020	11/30/2020 Products Exclusion	EACH OCCURRENCE	$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			H25285645 (Owned Auto) H25285682	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB X CLAIMS-MADE DED ☐ RETENTION $			PH1907813 PH1907813	01/29/2020	11/30/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			C66043885 (AOS) C66043927 (CA, MA) C66043800 (WI)	11/30/2019	11/30/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PH1907813 ($4M SIR)	01/29/2020	11/30/2020	$4,000,000 per claim / Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Certificate holder is an additional insured on the general liability insurance policy where required by written agreement prior to loss. Agent/Broker will endeavor to mail 30 days written notice to the certificate holder should any of the above described policies be cancelled before the expiration date. The General Liability policy includes coverage for sexual abuse & molestation according to policy terms and conditons.

CERTIFICATE HOLDER

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs,, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Krista Dean/NLK

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EXHIBIT A

INDEPENDENT CONTRACTOR
WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. The undersigned is not an "Employee" as defined under Chapter 440 of the Florida Statutes describing the workers compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.

6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

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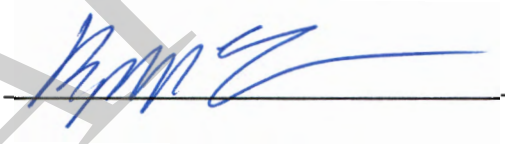
8. The undersigned either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

Name of Vendor/Contractor: Maxim Healthcare Staffing Services, Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Brandan McGee

Title of Authorized Representative: Asst. Controller

Date: 8/24/2020

DRAFT

MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

REGULATORY COMPLIANCE STATEMENT

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.

8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

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9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

PUBLIC ENTITY CRIME BAR: A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

DRAFT

CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.

B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.

C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.

D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.

E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.

F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.

G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

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THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

DRAFT

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: 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. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

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DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

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NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Brandan McGee). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (*INSERT NAME OF COMPANY* Maxim Healthcare Staffing Services, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* Maxim Healthcare Staffing Services, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Maxim Healthcare Staffing Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Brandan McGee	
(Printed Name)	(Signature)
Asst. Controller	8/24/2020
(Title)	(Date)

Mandatory Certifications, May 2018, SBAO (web)

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Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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_____ _____

Participant/Vendor/Volunteer/Parent Signature Date

_____

Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

_____ _____

_____ _____

_____ _____

FORCE MAJEURE, if applicable to an existing written Agreement: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

November 5, 2020 - Regular School Board Meeting

Title

C8 - Childrens Home Society and CCDS Data Share Agreement

Description

The Community Partnership Schools Model(CPS) is based on a strategy of forming a long term partnership among a lead social service agency, school, university, health care provider and others. Continual needs-based assessments of parents, students, faculty, staff and community members drive all programming within the model. The funding for this program is provided by the Department of Education and the State Legislatures. The data is needed for CCDS 3 CPS schools to report quarterly and annually for continued funding.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

CPS goals include school readiness;student academic success; physical,social and emotional health;and parent and community engagement.

Strategic Plan Goal

Strategy 3.2 Develop Systems and processes for the whole child.

Recommendation

The recommendation is to enter into the Data Share agreement and support out students,faculty, families and community.

Contact

L. Fogerty, Director Ext. 6513

S. Luter, Specialist Ext. 6874

Financial Impact

N/A

Review Comments

Attachments

SHARING AND PRIVACY AGREEMENT BETWEEN SBCC AND CHILDREN'S HOME SOCIETY REVISED Oct 16.docx AGAIN (2).pdf

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SHARING SECURITY AND PRIVACY AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND THE CHILDREN'S HOME SOCIETY OF FLORIDA

This Data Sharing Security and Privacy Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 (“CCDS”), and **THE CHILDREN'S HOME SOCIETY OF FLORIDA**, a Florida not for profit corporation, located at 482 South Keller Road, 3rd Floor, Orlando, Florida, 32810, ("CHS"). CCDS and CHS may be referred to herein as "Party."

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RECITALS

WHEREAS, on or about August 1, 2020, CCDS and CHS, along with Orange Park Medical Center, entered into a Memorandum of Agreement regarding the establishment and operation of Orange Park High School, located in Clay County, as a community school;

WHEREAS, on or about September 25, 2020, CCDS and CHS, along with Health Care Center for the Homeless, Inc., d/b/a Orange Blossom Family Health and the University of Central Florida Board of Trustees, entered into a Memorandum of Understanding regarding the establishment and operation of a community school. CCDS has three (3) CPS programs known as Orange Park High School, Keystone Heights Junior/Senior High School and Wilkinson Junior High School in Clay County, Florida;

WHEREAS, pursuant to the Memorandum of Understanding, CHS provides student supports including a range of health and social services, academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the community partnership school;

WHEREAS, CCDS and CHS have a common desire to share data in order to evaluate the efficacy of the community school as an effective educational delivery mode.

NOW, THEREFORE, the Parties agree, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 U.S.C. §12329, and its regulations at Part 99 of Title 34 of the Code of Federal Regulations ("CFR"), as amended, as follows:

1. TERM, TERMINATION AND EXTENSION OF THIS AGREEMENT

This Agreement shall be for a term of two (2) years, commencing on the date on which the last signature is affixed. Upon written agreement of the parties, executed at least thirty (30) days prior to expiration, the Agreement may be extended three times for periods of one (1) year each. The maximum term of this Agreement shall be five (5) years, including the original term and the

one year extensions, after which the Agreement must be reviewed for currency and re-executed. Either party may terminate this Agreement immediately for cause in the event that the other party acts in violation of any state or federal law, regulation or rule, including but not limited to FERPA, or willfully or negligently abuses the confidentiality restrictions of this Agreement or is in material violation of any term of this Agreement. Either party shall have the absolute right to terminate this agreement with or without cause with sixty (60) days' prior written notice to the other party. However, any unilateral termination of this Agreement by a party shall be effective only at the end of the specific academic period (defined as the academic year in which notice is given) during which the written notice was given if the notice is given more than sixty (60) days from the end of the academic period

2. COMPENSATION

There is no monetary compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to execution of their respective obligations and responsibilities as set forth in this Agreement.

3. DEFINITIONS AND ABBREVIATIONS

3.1 "Confidential Information" means any information disclosed by one Party to the other during the course of this Agreement, which is not generally known to the public in the form provided, and shall include PII (as defined herein).

3.2 "Disclose," "disclosure," or "re-disclosure" means to permit access to or the release, transfer, or other communication of PII (as defined herein) contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR §99.3.

3.3 "Education records" means records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. See 34 CFR §99.3.

3.4 "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, and its implementing regulations enacted at 34 CFR §99, and Sections 1001.41 and 1002.22, *Florida Statutes*, as they relate to the release of student information.

3.5 "Personally Identifiable Information" ("PII") has the same meaning as under FERPA at 34 CFR § 99.3.

4. PURPOSE OF THE DISCLOSURE

4.1 CHS uses data in partnership with CCDS in the legitimate educational interest of students to improve instruction and administer student aid programs by reviewing student-level data to identify which students need supports, to determine what supports are needed and to initiate or modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA). CHS shall administer the

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"Efforts to Outcomes" database for the collection of services and outcomes for students within CCDS community partnership schools in order to continually improve student services which meaningfully contribute to student success.

4.2 For purposes of this Agreement, CHS shall function as an agent of the CCDS only with regard to accessing and maintaining pupil record information necessary for CHS's performance. CHS agrees to the following conditions, as required by 20 U.S.C. §12329 and 34 C.F.R. §99.31(FERPA): (1) CHS is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (2) CHS is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

4.3 CHS shall comply with all requirements of 34 C.F.R. §99.31(a)(6). CHS shall conduct its analysis in a manner that does not permit personal identification of parents and students by anyone other than representatives of CHS authorized by this Agreement who have a legitimate educational interest in the information for purposes of this Agreement. For the purposes of auditing or evaluating CHS's federal or state supported program, CHS Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

5. JOINT OBLIGATIONS OF THE PARTIES

5.1 CCDS and CHS shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any Party to this Agreement to maintain, use, disclose, redisclose or share PII in a manner not allowed by federal law, regulation, or this Agreement.

5.2 CCDS and CHS shall each identify at least one point of contact/data custodian from their respective organizations who shall be responsible for processing and responding to data requests and general inquiries from the other Party. Upon signing of this Agreement, both Parties will exchange in writing the name, mailing address, email address, and telephone number of their point of contact/data custodian, which must be updated from time to time, as applicable.

5.3 CHS point of contact:

Gillian Berry (Gillian.berry@chsfl.org)
Director of Software Solutions
and
Greg McIntosh {Greg.Mclntosh@chsfl.org)
Sr. Director of Business Operations
Contact Number: 321-397-3000
Address: 482 South Keller Rd, 3rd Floor
Orlando, Florida 32810

CCDS point of contact:

Shelley Luter

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School Behavioral Health Specialist
Contact Number: 904-366-6874
Address: 23 Green Street South
Green Cove Springs, Florida 32043

6. RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (CCDS)

6.1 CCDS will share the requested data with CHS, but only for purposes of CHS conducting the analysis as described in Section 4 of this Agreement. CCDS will disclose/ redisclose only those specific data elements required to complete the analysis. Data will be disclosed to CHS through the CCDS Point of Contact identified in Section 5.

6.2 CCDS acknowledges that it must comply with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h). CCDS is solely responsible for ensuring that any survey, analysis, or evaluation provided to its students as part of the analysis defined in Section 4 of this Agreement does not ask students to respond in any manner that reveals information concerning: (1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income.

6.3 As part of this Agreement, CCDS will, at the end of each quarter, transmit the following data to CHS if the data exists as a record in the CCDS Student Information System:

Identifiable, student-level information for all students in the schools it will serve
Student ID
Basic demographic data including:
- Date of Birth
- Race Ethnicity
- Assigned grade
- Enrollment data, including disenrollment date and reason

Name of School, prior level school to enrollment if known or applicable
Reading and Math grade levels; Q4
Economic Status
ELL, ESE
Standardized test scores (FSA, PSAT, SAT, ACT, EOC); Q4
Algebra EOC: Q4
Geometry EOC; Q4
Clay Standard Assessments, Achieve 3000, Pre-Post, IREADY
Self-report survey data related to adolescent risk behavior (e.g., such as those collected on the CDC Youth Risk Behavior Survey)

School Data

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De-identified and aggregated by grade data from school teachers and staff
Prevention program monitoring and evaluation data, ie: self-report survey data

Total number of instructional days
Teacher and staff incident reports of violence indicators. SESIR Violations: Q4
Graduation Rate: Q4
Teacher Retention: Q4
Daily attendance
Data regarding the number of students who are eligible for free or reduced priced meals based upon the Direct Certification determination or the extension of eligibility to the household due to eligibility of an identified direct certified student or the FRL eligibility survey.

7. RESPONSIBILITIES OF CHS

7.1 CHS agrees to use PII shared under this Agreement for no purpose other than to conduct the analysis described in Section 4 of this Agreement. CCDS approval to utilize PII from education records pursuant to Section 4 of this Agreement does not confer approval to use it for any other purpose.

7.2 CHS agrees not to share or redisclose PII received under this Agreement with any other individual, institution, organization, entity, or government without the prior written approval of CCDS, except as permitted by this Agreement or by FERPA (e.g., upon obtaining prior consent of the parent or eligible student), or as required by a valid subpoena, court order, or administrative directive. CHS is not prohibited from sharing aggregate or deidentified student data if CHS follows appropriate disclosure avoidance policies.

7.3 CHS agrees to maintain PII obtained pursuant to this Agreement separate from all other data files that possesses and not to copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to complete the analysis described in Section 4 of this Agreement, or as necessary for established data management and backup processes. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data.

7.4 The ability to access or maintain PII under this Agreement will not under any circumstances transfer from CHS or be assigned by CHS to any other individual, institution, organization, government or entity, except as permitted by this Agreement or upon obtaining prior written consent of the parent or eligible student.

7.5 Under no circumstance shall CHS become an owner, proprietor, or custodian of any PII provided by CCDS under this Agreement. CHS may not publish the results of its analysis or other outcomes stemming from work performed under this Agreement in a way that identifies individual students or their parents, either directly or indirectly, absent their prior written consent. CHS shall provide all data, analysis, conclusions derived therefrom, reports, summaries, recommendations or other interim or final products of its analytical processes to CCDS for its

DRAFT

review, collaboration and input, prior to any publication or disclosure, either public or private, of any kind or nature in any medium or forum by CHS.

7.6 CHS agrees to establish procedures and systems to process, store, and/or transmit PII under this Agreement in a secure manner that prevents unauthorized disclosure of the PII, including the interception, diversion, duplication, or other unauthorized access to said PII.

7.7 CHS will permit CCDS to review all procedures set established pursuant to subsection 7.6 of this Agreement, will provide written assurances *to* CCDS, regarding the use of PII transmitted under this Agreement to ensure that CCDS has appropriate policies and procedures in place to protect the PII and to enable CCDS to confirm that CHS disclosure of PII is authorized by this Agreement.

7.8 In accordance with section 6.2, any survey, analysis, or evaluation provided to students as part of the analysis defined in Section 4 of this Agreement must be approved by the Point of Contact defined in section 5 prior to utilization.

8. DATA SECURITY

CHS agrees to protect and maintain PII with security measures that include maintaining secure environments that are properly patched and up to date with all appropriate security updates implemented on a reasonably timely basis as designated by a relevant authority, including but not limited to, Microsoft notifications. Likewise, CHS agrees to conform to the following measures to protect and secure PII:

8.1 Data Transmission, Storage. Backup, and Recovery. CHS agrees that any and all transmission or exchange of system application data with CCDS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. CHS agrees that any and all CCDS data will be stored, processed, and maintained solely on designated servers and that no CCDS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CHS's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and territories of the United States, unless specifically agreed to in writing by a CCDS officer with designated data, security or signature authority. CHS agrees to store all CCDS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

8.2 Data Re-Use. CHS agrees that any and all PII disclosed under this Agreement shall be used expressly and solely for the purposes enumerated herein. PII shall not be distributed, repurposed, or shared across other applications, environments, or business units of CHS except as permitted in this Agreement. As required by Federal law, CHS agrees that no PII shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as permitted by this Agreement, by the FERPA permitted disclosures set forth at 34 CFR §§ 99.31(a)(1), 99.31(a)(6), and 99.31(a)(12), or on a case-by-case basis as specifically agreed to in writing by a CCDS officer with designated data, security, or signature authority.

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8.3 End of Agreement Data Handling. CHS agrees that, upon termination of this Agreement, it shall return all PII to CCDS in a useable electronic form, and erase, destroy, and render unreadable all PII stored on CHS computers, servers, information storage/retrieval devices and systems of any kind or nature whatsoever, in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days after the termination of this Agreement or within seven (7) days after the request of an agent of CCDS, whichever shall come first. Notwithstanding the foregoing, CHS shall be permitted to retain an archival copy of the PII solely for purposes of satisfying the data retention requirements of third-party publishers of reports or other articles in connection with the analysis defined in Section 4 of this Agreement, or as may be required by law.

8.4 Data Breach. CHS agrees to comply with Florida Statutes §501.171 and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification by law. In the event of a material breach of any of CHS's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"). CHS agrees to notify CCDS promptly and to provide reasonable assistance to CCDS to inform individuals if required by applicable law, and to indemnify, hold harmless, and defend CCDS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

8.5 Mandatory Disclosure of PII. If CHS becomes compelled by law or regulation (including securities laws), or subpoena, court order, or other administrative directive to disclose any PII related to CCDS students, CHS will provide CCDS with prompt written notice, to the extent permitted by law, so that CCDS may seek an appropriate protective order or other remedy. If a remedy acceptable to CCDS is not obtained by the date that CHS must comply with the request, CHS will furnish only that portion of the PII that it is legally required to furnish, and CHS shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential, to the extent permitted by law.

8.6 Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage CCDS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII or education records shall give CCDS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). CHS hereby waives the posting of a bond with respect to any action for injunctive relief. CHS further grants CCDS the right, but not the obligation, to enforce these provisions in CHS's name against any of CHS's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

9. GOVERNING LAW AND REMEDIES

9.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in the courts of the State of Florida

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located in Clay County and the Agreement will be interpreted according to the laws of Florida and/or federal law where appropriate. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover court costs, and expenses recognized as taxable court costs pursuant to Florida Statutes and/or The Florida Rules of Civil Procedure (including fees, costs, and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

10.1 CHS is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CCDS. All persons engaged in the analysis pursuant to Section 4 of this Agreement shall at all times, and in all places, be subject to CHS's sole direction, supervision, and control. CHS shall exercise control over the means and manner in which it and its employees perform pursuant to this Agreement, and in all respects CHS's relationship and the relationship of its employees to CCDS shall be that of an independent contractor and not as employees or agents of CCDS. CHS does not have the power or authority to bind CCDS in any promise, agreement, or representation.

10.2 Nothing contained herein, other than the limited "agency" language in subsection 4.2 of this Agreement, shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

11. INSURANCE

At its sole expense, during the term of this Agreement CHS shall maintain General and Professional Liability insurance for any and all claims as a result of an action, lack of action, error, or omission by CHS, its employees, agents, or subcontractors in an amount not less than One Million Dollars ($1,000,000) per claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.

12. INDEMNIFICATION

12.1 Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law

DRAFT

arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification subsection shall not operate to release any party from liability for their own negligence or the negligence of their officers, agents or employees or the duty to indemnify another party from said negligence.

12.2 Nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the CCDS's liability beyond that which is set forth in section 768.28, Florida Statutes. Nor shall any such language be construed or interpreted to waive the CCDS's sovereign immunity from suit, or to require the CCDS to indemnify CHS or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the CCSS or its employees. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

13. SUCCESSORS AND ASSIGNS

Neither CCDS nor CHS shall assign, sublet, convey, or transfer its interest in this Agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than CCDS and CHS.

14. NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

15. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

16. ENTIRETY OF AGREEMENT

CCDS and CHS agree that this Agreement, and any documents made a part thereof, set forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

17. NON-WAIVER

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other. or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed

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by the waiving Party.

18. FORCE MAJEURE

Nonperformance of either Party shall be ·excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, Acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

19. CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

20. NOTICE

All correspondence, formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

Name:	J. Bruce Bickner
Title:	Attorney for the School Board of Clay County, Florida
Address:	900 Walnut Street Green Cove Springs, Florida 32043
Email:	James.Bickner@myoneclay.net
Phone:	904-336-6507

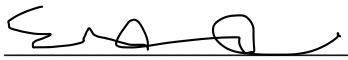
Name:	Mr. Ernest Hamilton
Title:	Regional Executive Director CHILDREN'S HOME SOCIETY OF FLORIDA
Address:	3027 San Diego Road Jacksonville, Florida 32207
Email:	ernest.hamilton@chsfl.org
Phone:	904-571-4549

IN WITNESS WHEREOF, the undersigned, in their representative capacities, acknowledge that they have read this Agreement in full and have had an opportunity to review it;

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that they understand and agree to each of the foregoing provisions; and that they are duly authorized to sign the Agreement and have executed this Agreement on the dates written below.

THE CHILDREN'S HOME SOCIETY OF FLORIDA



Printed Name: Ernest Hamilton
Title: Regional Executive Director
Date: 10/22/2020

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

_____
Printed Name: _____
Title: _____
Date: _____

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November 5, 2020 - Regular School Board Meeting

Title

C9 - Proposed Allocation Changes for 2020-2021

Description

Staff allocation documents clarify how each school, district, department, and division is staffed for the 2020-2021 school year. The School Board is required to take action on all staff allocation changes.

Gap Analysis

These allocations are required to ensure the adequate staffing of the district and schools.

Previous Outcomes

The district and schools are adequately staffed.

Expected Outcomes

Staffing will be sufficient to meet the needs of the various schools and district departments.

Strategic Plan Goal

The district ensures fiscal responsibility and equitable distribution of resources.

Recommendation

Approve the staff allocation plan as submitted.

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904) 336-6722, susan.legutko@myoneclay.net

Financial Impact

To be determined.

Review Comments

Attachments

Allocation Summary - November 5, 2020 Update.1.pdf

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PROPOSED CHANGES TO STAFF ALLOCATIONS
2020-2021 SUMMARY
Board Meeting, November 5, 2020

School	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost
			2020-2021 ACTIONS				
			General Funds				
DIS-0261		1.0	Teacher, Basic, Grade K-6	Program Needs	**($45,035)**	**($14,173)**	**($59,208)**
OVE-0621		0.9	ESE Assistant, BH	Program Needs	**($16,384)**	**($5,156)**	**($21,540)**
ROE-0541	0.9		ESE Assistant, BH	Program Needs	**$16,384**	**$5,156**	**$21,540**
WES-0491		0.9	ESE Assistant, GH	Program Needs	**$16,384**	**$5,156**	**$21,540**
WES-0491	0.9		ESE Assistant, BH	Program Needs	**$16,384**	**$5,156**	**$21,540**
OLJ-0611	1.0		Teacher, Basic, Grade 7-8	Covid/Smart Restart	**$45,035**	**$14,173**	**$59,208**
OPH-0252		1.0	Teacher, Basic, Grade 9-12	Covid/Smart Restart	**($45,035)**	**($14,173)**	**($59,208)**
				TOTAL:	**($12,267)**	**($3,860)**	**($16,127)**
			Federal Funds (IDEA)				
MBE-0271	0.9		ESE Assistant, GH	Program Needs	**($16,384)**	**($5,156)**	**($21,540)**
TBE-0531		0.9	ESE Assistant, GH	Program Needs	**$16,384**	**$5,156**	**$21,540**
OPH-0252	0.9		ESE Assistant, BH	Program Needs	**$16,384**	**$5,156**	**$21,540**
RHS-0431		0.9	ESE Assistant, BH	Program Needs	**($16,384)**	**($5,156)**	**($21,540)**
					$0	**$0**	**$0**

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November 5, 2020 - Regular School Board Meeting

Title

C10 - Monthly Financial Reports for September, 2020

Description

The Monthly Financial Reports, in accordance with SBE Rule 6A-1.008, are submitted for the use and consideration of the Board for the month ending September 30, 2020.

Gap Analysis

The Monthly Financial Reports show compliance to the district's amended budget as of the month end reported and meet State and School Board financial reporting requirements.

Previous Outcomes

It has been a past (normal) practice to provide Monthly Financial Reports, in accordance with SBE Rule 6A-1.008.

Expected Outcomes

The Monthly Financial Reports are provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's finances.

Strategic Plan Goal

Goal 2: Strategy 2.4: Ensure effective and efficient use of resources for fiscal stability.

Recommendation

That the Clay County School Board accept for use and consideration the Superintendent's Monthly Financial Report for September, 2020.

Contact

Dr. Susan M. Legutko, Assistant Superintendent of Business Affairs, (904) 336-6721, susan.legutko@myoneclay.net

Financial Impact

The Monthly Financial Reports reflect the year-to-date results of operations.

Review Comments

Attachments

- September 2020 Board Monthly Financial Report.pdf
- June 2020 Board Monthly Property Report.pdf
- July 2020 Board Monthly Property Report.pdf
- August 2020 Board Monthly Property Report.pdf
- September 2020 Board Monthly Property Report.pdf

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CLAY COUNTY SCHOOL BOARD
SUMMARY OF CASH INVESTMENTS
07/01/2020 thru 09/30/2020

	CASH BALANCE	INVESTMENT AMOUNT	TYPE	GRAND TOTAL
General Fund(3)	7,009,273.57	40,950,352.93	(1) & (4) SBA/OTH	47,959,626.50
Debt Services(5)	0.00	452,987.44	SBA/OTH	452,987.44
Capital Projects	0.00	23,746,931.42	SBA/OTH	23,746,931.42
Special Rev. - Other	0.00	765,981.52	SBA	765,981.52
Spec. Rev - Food Service	4,896,334.87	0.00	SBA	4,896,334.87
Self Insurance	0.00	4,015,333.16	SBA	4,015,333.16
GRAND TOTAL	**11,905,608.44**	**69,931,586.47**		**81,837,194.91**

NOTES:

1. The rate of interest earned on investments with the State Board of Administration during the month of September, 2020 was 0.33%.

2. For comparison purposes with the General Fund Statement of Revenue, we have completed 25% of the fiscal year. All other percentages are only a comparison of cash collections or expenditures to budgeted revenue or appropriations.

3. On the Summary of Cash & Investments, the figure reported for General Fund Investments includes $1,373,426.99 invested for School Internal Accounts.

4. The rate of interest earned on investments with the Florida Education Investment Trust Fund (FEITF) during the month of September, 2020 was 0.29%.

5. Trustee Accounts - Amounts placed with SBA by the Florida Department of Education for investment of debt service moneys.

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CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS
STATEMENT OF REVENUE
07/01/2020 thru 09/30/2020

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Federal Impact Curr Operation	3121	550,000.00	550,000.00	0.00	0.00%
	R O T C	3191	350,000.00	350,000.00	2,031.09	0.58%
Federal Direct - Total			**900,000.00**	**900,000.00**	**2,031.09**	
Federal Through Local Revenue	Medicaid	3202	1,200,000.00	1,200,000.00	75,262.43	6.27%
	Federal Through Local Revenue	3280	296,254.25	312,181.00	51,446.74	16.48%
Fed thru Local and State - Total			**1,496,254.25**	**1,512,181.00**	**126,709.17**	
State Sources	Florida Educ Finance Program	3310	199,616,067.00	199,616,067.00	47,652,877.00	23.87%
	Workforce Development	3315	495,645.00	495,645.00	123,912.00	25.00%
	CO&DS Withheld/Admin Expense	3323	22,000.00	22,000.00	0.00	0.00%
	State License Tax	3343	20,000.00	20,000.00	6,596.64	32.98%
	Class Size Reduction	3355	41,608,810.00	41,608,810.00	10,402,203.00	25.00%
	Voluntary Pre-K High Schools	3370	80,000.00	80,000.00	529.69	0.66%
	Voluntary Pre-K	3371	597,400.00	651,762.00	190,514.01	29.23%
	Miscellaneous State Revenue	3390	900,254.00	912,116.50	2,712.50	0.30%
State Sources - Total			**243,340,176.00**	**243,406,400.50**	**58,379,344.84**	
Local Sources	District School Taxes	3411	57,245,718.00	57,063,187.00	0.00	0.00%
	Prior Year Coll School Taxes	3419	30,000.00	30,000.00	45,942.02	153.14%
	Tax Redemptions	3421	750,000.00	750,000.00	0.00	0.00%
	Rent	3425	250,000.00	250,000.00	20,484.03	8.19%
	Interest Incl Profit On Invest	3430	800,000.00	800,000.00	21,448.37	2.68%
	Gifts Grants & Bequests	3440	57,832.96	89,854.95	33,332.96	37.10%
	Adult Gen Educ Course Fee-Ged	3461	35,000.00	35,000.00	60.00	0.17%
	Postsecondary Voc Course Fees	3462	9,800.00	14,327.32	217.84	1.52%
	Lifelong Learning Fees	3466	3,000.00	3,000.00	0.00	0.00%
	Other Student Fees	3469	0.00	2,616.25	1,033.75	39.51%
	Preschool Program Fees	3471	340,000.00	340,000.00	12,080.00	3.55%
	Other Schl Class Fees	3479	0.00	2,870.00	3,870.00	134.84%
	Miscellaneous Local Sources	3490	1,244,829.39	1,247,291.39	58,641.37	4.70%
	Receipt Of Fed Indirect Cost	3494	400,000.00	400,000.00	110,563.14	27.64%
	Other Misc Local Sources	3495	50,000.00	50,000.00	7,725.00	15.45%
	Refund Of Prior Year's Expense	3497	5,000.00	5,000.00	697.41	13.95%
	Lost Damaged &Sale Of Textbooks	3498	3,000.00	3,000.00	835.17	27.84%
	Receipt Of Food Serv Ind Cost	3499	400,000.00	400,000.00	0.00	0.00%
Local Sources - Total			**61,624,180.35**	**61,486,146.91**	**316,931.06**	
Transfers	Transfer From Capital Projects	3630	4,100,753.00	4,873,774.00	192,464.00	3.95%
Transfers - Total			**4,100,753.00**	**4,873,774.00**	**192,464.00**	
OFS	Sale Of Equipment	3733	0.00	50,000.00	17,973.24	35.95%
Other Financing Sources - Total			**0.00**	**50,000.00**	**17,973.24**	
Revenues - Total			**311,461,363.60**	**312,228,502.41**	**59,035,453.40**	**18.91%**
Fund Balance	Restricted Fund Balance	2720	0.00	0.00	0.00	0.00%
	Fund Balance 7-1-2020	2750	34,141,682.03	34,141,682.03	34,141,682.03	100.00%
Fund Balance - Total			**34,141,682.03**	**34,141,682.03**	**34,141,682.03**	
Grand Total			**345,603,045.63**	**346,370,184.44**	**93,177,135.43**	**26.90%**

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GENERAL FUNDS
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2020 thru 09/30/2020

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
Basic FEFP K-12	5100	154,803,747.39	154,901,971.76	11,726,887.66	3,326,890.81	4,570,259.55	121.45	1,953,878.02	48,910.16	81,641.65	21,708,589.3	14.01%
Exceptional Education	5200	48,396,941.25	48,425,500.69	4,095,268.78	1,255,073.92	376,543.17	44.00	136,391.34	54,664.96	1,845.64	5,919,831.81	12.22%
Career Education	5300	10,167,302.06	10,194,729.89	747,178.36	211,118.71	59,097.58	567.21	87,602.13	54,648.01	1,026.45	1,161,238.45	11.39%
Adult General	5400	430,762.20	443,737.26	26,031.61	6,243.40	11,299.30	0.00	1,526.80	1,223.20	2,163.71	48,488.02	10.93%
Voluntary Pre K	5500	977,696.77	977,696.77	89,231.89	28,613.61	1,415.33	0.00	1,192.85	0.00	0.00	120,453.68	12.32%
Other Instruction	5900	84,467.79	84,467.79	18,522.53	2,416.52	0.00	0.00	0.00	0.00	0.00	20,939.05	24.79%
Student Support Services	6100	16,974,635.40	16,953,426.54	2,151,973.26	552,767.00	72,432.50	387.00	37,751.75	7,460.28	1,817.34	2,824,589.13	16.66%
Instructional Media Services	6200	4,594,278.63	4,600,745.73	376,075.50	109,342.89	60,273.56	0.00	10,618.31	52,976.92	425.00	609,712.18	13.25%
Curriculum Development	6300	4,358,803.11	4,342,014.75	671,347.17	157,714.64	9,494.09	0.00	2,940.60	11,611.80	489.00	853,597.3	19.66%
Inst Staff Training Services	6400	2,874,802.99	2,872,529.01	333,810.51	80,193.93	22,816.37	0.00	4,070.97	31.49	5,711.00	446,634.27	15.55%
Instruction Related Technology	6500	4,656,815.34	5,063,315.34	595,213.95	141,022.15	943,155.40	0.00	21,075.89	326,540.68	0.00	2,027,008.07	40.03%
Board	7100	995,878.54	995,878.54	95,534.29	28,746.28	47,335.19	0.00	257.39	0.00	24,120.98	195,994.13	19.68%
General Administration	7200	511,432.94	511,048.24	73,031.86	28,687.74	7,743.77	0.00	(811.21)	0.00	15,921.46	124,573.62	24.38%
School Administration	7300	16,314,043.79	16,317,228.19	2,996,636.91	711,443.24	14,109.43	0.00	14,435.11	18,949.62	13,118.75	3,768,693.06	23.10%
Facilities Acquisition and Construction	7400	2,588,377.53	3,343,506.03	120,012.46	27,420.50	47,150.28	579.00	1,863.66	314,549.26	192,464.00	704,039.16	21.06%
Fiscal Services	7500	1,599,367.86	1,598,118.36	234,950.38	52,966.86	605.11	0.00	1,329.86	1,249.50	240.00	291,341.71	18.23%
Food Services	7600	120,345.48	120,345.48	19,692.45	5,301.91	0.00	0.00	0.00	0.00	0.00	24,994.36	20.77%
Central Services	7700	3,967,415.97	3,970,236.22	528,652.00	128,874.72	(8,211.25)	1,533.02	11,520.44	188,712.01	20,574.00	871,654.94	21.95%
Pupil Transportation Services	7800	12,699,772.09	12,696,979.30	1,051,193.62	301,588.98	51,435.12	40,596.96	94,031.12	5,928.76	13,696.69	1,558,471.25	12.27%
Operation of Plant	7900	26,264,131.58	26,464,639.93	1,532,974.87	410,962.69	1,215,011.14	1,221,314.98	199,314.17	83,866.15	37.61	4,663,481.61	17.62%
Maintenance Of Plant	8100	5,933,071.56	6,068,592.99	718,880.22	186,268.71	166,143.89	26,714.31	313,230.27	79,759.59	7,807.60	1,498,804.59	24.70%
Administrative Technology Svcs	8200	1,507,219.93	1,507,219.93	258,766.21	64,172.33	5,524.58	2,478.00	872.03	19,241.29	36.60	351,091.04	23.29%
Community Services	9100	506,824.24	506,824.24	37,937.28	15,268.47	443.64	0.00	2,598.68	0.00	55.73	56,303.8	11.11%
Debt Service	9200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Total Expense		**321,328,134.44**	**322,960,752.98**	**28,499,803.77**	**7,833,100.01**	**7,674,077.75**	**1,294,335.93**	**2,895,690.18**	**1,270,323.68**	**383,193.21**	**49,850,524.53**	**15.44%**
Nonspendable Fund Balance	6/30/2021	950,202.23	950,202.23								950,202.23	
Restricted Fund Balance	6/30/2021	3,800,000.00	3,800,000.00								3,800,000.00	
Assigned Fund Balance	6/30/2021	7,408,664.70	7,408,664.70								7,408,664.70	
Unassigned Fund Balance	6/30/2021	12,116,044.26	11,250,564.53								31,167,743.97	
Total Fund Balance	6/30/2021	**24,274,911.19**	**23,409,431.46**								**43,326,610.90**	
Grand Totals		**345,603,045.63**	**346,370,184.44**								**93,177,135.43**	**26.90%**

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CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS - Additional Millage Fund
STATEMENT OF REVENUE
07/01/2020 thru 09/30/2020

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Local Sources	District School Taxes	3411	12,818,880.00	13,001,411.00	3,340.75	0.03%
Local Sources - Total			**12,818,880.00**	**13,001,411.00**	**3,340.75**	
Revenues - Total			12,818,880.00	13,001,411.00	3,340.75	
Fund Balance - Total 7-1-2020			**2,663,930.94**	**2,663,930.94**	**2,663,930.94**	
Grand Total			**15,482,810.94**	**15,665,341.94**	**2,667,271.69**	**17.03%**

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CLAY COUNTY SCHOOL BOARD

GENERAL FUNDS - Additional Millage Fund

STATEMENT OF EXPENDITURES AND TRANSFERS

07/01/2020 thru 09/30/2020

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Misc	Totals	% OF Budget
Facilities Aquisition & Const	7400	5,817,771.08	5,817,771.08	0.00	0.00	172.78	0.00	0.00	141,915.62	0.00	142,088.4	2.44%
Non-Instruct Staff Development	7700	750.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Operation Of Plant	7900	5,672,048.69	5,472,048.69	628,984.07	214,126.17	97,078.67	11,105.81	4,426.06	0.00	0.00	955,720.78	17.47%
Maintenance Of Plant	8100	135,521.43	135,521.43	26,324.93	6,202.95	0.00	0.00	0.00	0.00	0.00	32,527.88	24.00%
Total Expense		**11,626,091.20**	**11,426,091.20**	**655,309.00**	**220,329.12**	**97,251.45**	**11,105.81**	**4,426.06**	**141,915.62**	**0.00**	**1,130,337.06**	**9.89%**
Restricted Fund Balance	6/30/2021	3,856,719.74	4,239,250.74								1,536,934.63	
Unassigned Fund Balance	6/30/2021	0.00	0.00								0.00	
Total Fund Balance	6/30/2021	**3,856,719.74**	**4,239,250.74**								**1,536,934.63**	
Grand Totals		**15,482,810.94**	**15,665,341.94**								**2,667,271.69**	**17.03%**

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CLAY COUNTY SCHOOL BOARD
DEBT SERVICE FUND
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 09/30/2020

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	456.00	456.00	255.96	56.13%
Total Local Sources		456.00	456.00	255.96	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Withhld For SBE Bonds	3322	57,050.00	57,050.00	0.00	0.00%
Racing Commission Funds	3341	223,250.00	223,250.00	0.00	0.00%
Total State Sources		280,300.00	280,300.00	0.00	

Transfers

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Transfer From Capital Projects	3630	6,808,008.22	6,808,008.22	0.00	0.00%
Total Transfers		6,808,008.22	6,808,008.22	0.00	
Total REVENUE AND TRANSFERS		7,088,764.22	7,088,764.22	255.96	0.004%
Fund Balance July 1, 2020		455,715.36	455,715.36	455,715.36	
GRAND TOTAL		7,544,479.58	7,544,479.58	455,971.32	6.04%

EXPENDITURES

Debt Service

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Redempt Of Prnc	710	5,607,917.88	5,607,917.88	0.00	0.00%
Interest	720	1,457,551.34	1,457,551.34	0.00	0.00%
Dues And Fees	730	16,100.00	16,100.00	5,226.08	32.46%
Total Debt Service		7,081,569.22	7,081,569.22	5,226.08	
Total EXPENDITURES		7,081,569.22	7,081,569.22	5,226.08	0.07%

FUND BALANCE

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	462,910.37	462,910.37	450,745.24	
GRAND TOTAL		7,544,479.59	7,544,479.59	455,971.32	6.04%

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CAPITAL IMPROVEMENTS FUNDS
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 09/30/2020

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
District Local Cap Improv Taxes	3413	19,502,115.00	19,502,115.00	14,009.16	0.07%
Local Sales Taxes	3418	776,432.02	750,000.00	0.00	0.00%
Interest Incl Profit On Invest	3430	10,000.00	36,431.02	1,161.71	3.19%
Impact Fees	3496	7,500,000.00	7,500,000.00	1,057,899.66	14.11%
Total Local Sources		27,788,547.02	27,788,546.02	1,073,070.53	

Other Financing Services

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Sale Of Equipment	3733	50,000.00	50,000.00	428,888.00	857.78%
Total OFS		50,000.00	50,000.00	428,888.00	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Distributd To District	3321	1,275,000.00	1,275,000.00	0.00	0.00%
Interest On Undistrib CO & DS	3325	25,000.00	25,000.00	0.00	0.00%
Miscellaneous State Revenue	3390	46,500.00	46,500.00	192,464.00	413.90%
Total State Sources		1,346,500.00	1,346,500.00	192,464.00	
Total REVENUE AND TRANSFERS		29,185,047.02	29,185,046.02	1,694,422.53	5.81%
Fund Balance July 1, 2020		30,009,328.72	30,009,328.72	30,009,328.72	
GRAND TOTAL		59,194,375.74	59,194,374.74	31,703,751.25	53.56%

EXPENDITURES

Debt Service

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Redempt Of Prnc	710	533,308.52	533,308.52	508,714.57	95.39%
Interest	720	42,553.19	42,553.19	26,147.94	61.45%
Dues And Fees	730	0.00	0.00	0.00	0.00%
Total Debt Service		575,861.71	575,861.71	534,862.51	

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
AV Mat $1000/Ovr	621	0.00	0.00	0.00	0.00%
AV Mat L/T $1000	622	5,104.60	5,104.60	85.16	1.67%
Bldg & Fixed Equipment	630	17,822,148.22	17,820,648.22	453,996.68	2.55%
Dir Purch Bldgs	631	1,417,051.08	1,417,051.08	293,580.20	20.72%
Equip $1000 Over	641	125,000.00	115,000.00	0.00	0.00%
Equip L/T $1000	642	551,939.12	575,528.12	20,907.37	3.63%
Comp Hdw > $1000	643	5,000.00	5,000.00	1,795.84	35.92%
Cptr Hdwr <$1000	644	112,998.83	112,998.83	69,823.70	61.79%
TechRel FFE >1000	648	0.00	0.00	0.00	0.00%
TechRel FFE<1000	649	593.23	20,493.23	0.00	0.00%
Vehicles	652	0.00	290,751.22	0.00	0.00%
Land	660	385,000.00	385,000.00	0.00	0.00%
Imprv. Other Than Bldgs	670	0.00	0.00	0.00	0.00%
Cap Imprv. Other Than Bldgs	671	0.00	0.00	0.00	0.00%
Non-Cap Imprv. Other Than Bldgs.	672	4,404,932.76	4,404,932.76	571,185.00	12.97%
Cap Remodlg	681	6,324,945.90	5,319,945.90	0.00	0.00%
Non-Cap Remodlg	682	7,790,109.86	8,600,028.32	1,165,801.37	13.56%
Dir Prch-Cap Remodlg	683	790,000.00	790,000.00	0.00	0.00%
Dir Purch-Non-Cap Remodlg	684	0.00	168,092.54	0.00	0.00%
Software >1000	691	321,986.21	921,986.21	18,611.58	2.02%
Software <1000	692	29,474.99	24,474.99	0.00	0.00%
Total Gen Sup Srvc		40,086,284.80	40,977,036.02	2,595,786.90	

Xfer Of Funds

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Xfer To Gen Fnd	910	4,100,753.00	4,873,774.00	192,464.00	3.95%
Xfer To Dbt Svc	920	6,808,008.23	6,808,008.23	0.00	0.00%
Total Xfer Of Funds		10,908,761.23	11,681,782.23	192,464.00	
Total EXPENDITURES		51,570,907.74	53,234,679.96	3,323,113.41	6.24%

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	7,623,468.00	5,959,694.78	28,380,637.84	
GRAND TOTAL		59,194,375.74	59,194,374.74	31,703,751.25	53.56%

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - FOOD SERVICES
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 09/30/2020

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	10,000.00	10,000.00	192.57	1.93%
Student Lunches	3451	2,471,000.00	2,471,000.00	191,605.88	7.75%
Student Breakfasts	3452	217,500.00	217,500.00	14,784.25	6.80%
Adult Breakfasts/Lunches	3453	1,800.00	1,800.00	488.63	27.15%
Student A La Carte	3454	1,500,000.00	1,500,000.00	208,663.94	13.91%
Miscellaneous Local Sources	3490	5,000.00	5,000.00	1,332.58	26.65%
Total Local Sources		4,205,300.00	4,205,300.00	417,067.85	

Fed thru Local and State

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Lunch Reimbursement	3261	9,824,960.00	9,824,960.00	180,333.74	1.84%
School Breakfast Reimbursement	3262	2,468,850.00	2,468,850.00	56,474.91	2.29%
After School Snack Reimb	3263	20,000.00	20,000.00	0.00	0.00%
U S D A Donated Commoditi	3265	1,400,000.00	1,400,000.00	0.00	0.00%
Cash in Lieu of Donated Foods	3266	5,000.00	5,000.00	0.00	0.00%
Summer Food Service Program	3267	100,000.00	100,000.00	140,308.86	140.31%
Total Fed thru Local and State		13,818,810.00	13,818,810.00	377,117.51	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Breakfast Supplement	3337	60,000.00	60,000.00	0.00	0.00%
School Lunch Supplement	3338	85,000.00	85,000.00	0.00	0.00%
Total State Sources		145,000.00	145,000.00	0.00	
Total REVENUE AND TRANSFERS		18,169,110.00	18,169,110.00	794,185.36	4.37%
Fund Balance July 1, 2020		3,294,036.00	3,294,036.00	3,294,036.00	
GRAND TOTAL		21,463,146.00	21,463,146.00	4,088,221.36	19.05%

EXPENDITURES

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Administrator	110	2,013,343.91	2,013,343.91	365,955.60	18.18%
Other Support	160	3,938,556.94	3,938,556.94	655,379.69	16.64%
COVID LEAVE OTHR	169	0.00	0.00	1,237.08	NA
Retirement	210	615,258.80	615,258.80	108,831.45	17.69%
Social Security	220	442,573.03	442,573.03	78,385.69	17.71%
Group Insurance	230	1,563,679.34	1,563,679.34	139,716.72	8.94%
Workmans Comp	240	72,098.06	72,098.06	13,999.77	19.42%
Prof Srvcs	313	61,250.00	61,250.00	8,224.47	13.43%
Travel-In cnty	331	6,400.00	6,400.00	250.70	3.92%
Travel-Out Cnty	332	2,500.00	2,500.00	0.00	0.00%
Trvl-Out State	333	2,500.00	2,500.00	0.00	0.00%
Repairs And Maintenance	350	27,468.82	27,468.82	1,773.34	6.46%
Rentals	360	5,144.72	5,144.72	1,189.70	23.12%
Tech Rentals	369	44,000.00	44,000.00	19,323.00	43.92%
Stamps	371	21,126.50	21,126.50	4,000.47	18.94%
Cell Phones	378	1,000.00	1,000.00	65.27	6.53%
Othr Purch Srvc	390	80,588.85	80,938.85	2,449.59	3.03%
Printing	391	10,000.00	10,000.00	3,374.34	33.74%
Bottled Gas	420	1,500.00	1,500.00	24.88	1.66%
Electricity	430	156,500.00	156,500.00	0.00	0.00%
Gasoline	450	4,000.00	4,000.00	1,104.00	27.60%
Diesel Fuel	460	2,000.00	2,000.00	1,046.00	52.30%
Supplies	510	742,521.92	742,521.92	95,362.82	12.84%
TonerType Fee	515	27,814.84	27,814.84	256.95	0.92%
Tech Supplies	519	800.00	800.00	49.98	6.25%
Oil & Grease	540	1,000.00	1,000.00	39.00	3.90%
Repair Parts	550	7,500.00	7,500.00	351.00	4.68%
Tires & Tubes	560	8,000.00	8,000.00	257.00	3.21%
Food	570	6,625,407.20	6,625,407.20	481,782.34	7.27%
Commodities	580	700,000.00	700,000.00	0.00	0.00%
Equip $1000 Over	641	250,000.00	250,000.00	0.00	0.00%
Equip L/T $1000	642	10,492.56	10,492.56	1,819.88	17.34%
Comp Hdw > $1000	643	10,000.00	10,000.00	0.00	0.00%
Cptr Hdwr <$1000	644	10,000.00	10,000.00	2,285.10	22.85%
TechRel FFE<1000	649	2,500.00	2,500.00	0.00	0.00%
Vehicles	652	108,425.00	108,425.00	0.00	0.00%
Cap Remodlg	681	302,971.15	302,621.15	19,865.13	6.56%
Software >1000	691	2,500.00	2,500.00	0.00	0.00%
Dues And Fees	730	30,000.00	30,000.00	8,884.75	29.62%
Ind Cst/Misc Ex	790	225,000.00	225,000.00	0.00	0.00%
Misc Ex/Ind Cst	792	0.00	0.00	0.00	0.00%
Total Gen Sup Srvc		18,136,421.64	18,136,421.64	2,017,285.71	
Total EXPENDITURES		18,136,421.64	18,136,421.64	2,017,285.71	11.12%
Fund Balance June 30, 2021	2750	3,326,724.36	3,326,724.36	2,070,935.65	
GRAND TOTAL		21,463,146.00	21,463,146.00	4,088,221.36	19.05%

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - OTHER
STATEMENT OF REVENUE
07/01/2020 thru 09/30/2020

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Miscellaneous Federal Direct	3199	702,991.67	702,991.67	157,933.85	22.47%
Federal Direct - Total			**702,991.67**	**702,991.67**	**157,933.85**	**22.47%**
Fed thr Loc St	Career And Technical Education	3201	420,224.65	420,224.65	144,746.29	34.44%
	Adult General Education	3221	231,275.06	231,275.06	47,630.42	20.59%
	English Literacy And Civics Ed	3222	39,459.01	39,459.01	7,725.16	19.58%
	Title II - Teacher Training	3226	1,592,057.04	1,581,547.04	367,144.60	23.21%
	I D E A	3230	8,441,883.45	8,441,883.45	1,118,852.24	13.25%
	Title I - Elem & Secondary Edu	3240	5,259,070.98	5,556,885.94	1,014,759.19	18.26%
	Title III	3241	201,540.00	201,540.00	15,904.77	7.89%
	Twenty-First Century Schools	3242	522,139.74	522,139.74	47,608.23	9.12%
	Federal Through Local Revenue	3280	115,977.00	115,977.00	45,050.70	38.84%
	Other Federal Thru State	3290	42,820.71	83,758.85	24,391.12	29.12%
Fed thru Local and State - Total			**16,866,447.64**	**17,194,690.74**	**2,833,812.72**	16.48%
Local Sources	Interest Incl Profit On Invest	3430	0.00	0.00	0.00	0.00%
Local Sources - Total			**0.00**	**0.00**	**0.00**	0.00%
Total			**17,569,439.31**	**17,897,682.41**	**2,991,746.57**	**16.72%**

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - OTHER
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2020 thru 09/30/2020

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
Basic FEFP K-12	5100	4,912,274.95	5,050,183.23	313,332.47	105,015.86	26,517.24	0.00	58,534.79	496,605.68	0.00	1,000,006.04	19.80%
Exceptional Education	5200	4,678,514.65	4,678,421.18	347,229.73	118,139.05	61,219.98	0.00	32,789.74	0.00	0.00	559,378.5	11.96%
Applied Technology	5300	358,931.88	358,931.88	0.00	0.00	0.00	0.00	81,135.93	55,962.12	2,000.00	139,098.05	38.75%
Adult General Education	5400	106,035.10	106,035.10	6,205.14	2,241.18	0.00	0.00	2,632.66	3,756.54	1,638.00	16,473.52	15.54%
Other Instruction	5900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Student Support Services	6100	1,429,158.65	1,568,592.23	202,217.48	55,409.37	16,795.86	0.00	3,358.32	148.00	905.75	278,834.78	17.78%
Instructional Media	6200	20,581.85	5,831.85	0.00	0.00	0.00	0.00	0.00	912.31	0.00	912.31	15.64%
Inst & Curric Dev Services	6300	2,384,416.47	2,394,270.92	310,687.67	75,775.57	2,420.94	0.00	1,129.40	457.02	297.50	390,768.1	16.32%
Inst Staff Training Services	6400	2,570,210.26	2,491,397.84	171,157.30	41,133.14	166,359.11	0.00	15,421.31	0.00	1,995.00	396,065.86	15.90%
Instruction Related Technology	6500	402,660.04	402,660.04	0.00	0.00	10,723.40	0.00	0.00	91,946.40	0.00	102,669.8	25.50%
General Administration	7200	591,857.97	601,176.67	0.00	0.00	0.00	0.00	0.00	0.00	78,981.12	78,981.12	13.14%
School Administration	7300	29,317.01	116,259.65	16,651.20	3,272.08	0.00	0.00	0.00	0.00	0.00	19,923.28	17.14%
Facilities Acquisition and Constr.	7400	0.00	3,150.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Food Services	7600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Central Services	7700	48,128.16	48,128.16	8,040.33	594.88	0.00	0.00	0.00	0.00	0.00	8,635.21	17.94%
Pupil Transportation Services	7800	37,352.32	72,643.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Operation Of Plant	7900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Maintenance Of Plant	8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Community Services	9100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Total Expense		**17,569,439.31**	**17,897,682.41**	**1,375,521.32**	**401,581.13**	**284,036.53**	**0.00**	**195,002.15**	**649,788.07**	**85,817.37**	**2,991,746.57**	16.72%

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - CARES ACT RELIEF
STATEMENT OF REVENUE AND EXPENDITURES
07/01/2020 thru 09/30/2020

REVENUES

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Miscellaneous Federal Direct	3199	0.00	0.00	0.00	0.00%
Federal Direct - Total			**0.00**	**0.00**	**0.00**	**0.00%**
Fed thru Local and State	Education Stabilization Funds K-12	3271	4,546,040.20	4,908,128.20	1,195,056.40	24.35%
		3221	0.00	0.00	0.00	0.00%
		3222	0.00	0.00	0.00	0.00%
		3280	0.00	0.00	0.00	0.00%
		3290	0.00	0.00	0.00	0.00%
Fed thru Local and State - Total			**4,546,040.20**	**4,908,128.20**	**1,195,056.40**	24.35%
Local Sources	Interest Incl Profit On Invest	3430	0.00	0.00	0.00	0.00%
Local Sources - Total			**0.00**	**0.00**	**0.00**	0.00%
Total			**4,546,040.20**	**4,908,128.20**	**1,195,056.40**	**24.35%**

EXPENDITURES

Gen Sup Srvc

		Acct #	Original Budget	Amended Budget	Expended	% OF EXP
	Classroom Teacher	120	139,291.89	139,291.89	104,915.30	75.32%
	Paraprofessional	150	21,664.71	21,664.71	17,301.96	79.86%
	Other Support	160	56,910.00	56,910.00	20,961.14	36.83%
	Retirement	210	17,785.09	17,785.09	13,020.27	73.21%
	Social Security	220	17,142.61	17,142.61	10,953.07	63.89%
	Workmans Comp	240	3,000.33	3,000.33	1,813.07	60.43%
	Travel	330	203.30	203.30		0.00%
	Rentals	360	458,287.90	458,287.90	457,383.90	99.80%
	Communications	370	360,000.00	360,000.00	14,583.14	4.05%
	Other Purchased Services	390	195,020.70	195,020.70	4,010.11	2.06%
	Diesel	460	10,400.00	10,400.00	2,752.42	26.47%
	Supplies	510	1,133,372.72	1,133,372.72	420,444.23	37.10%
	Textbooks	520	51,409.68	51,409.68	12,311.80	23.95%
	Periodicals	530	1,374.35	1,374.35	0.00	0.00%
	Other Materials	590	1,782.51	1,782.51	1,782.51	100.00%
	Furniture Fixtures and Equipment	641	2,007,296.41	2,369,384.41	81,241.46	3.43%
	Miscellaneous	790	71,098.00	71,098.00	31,582.02	44.42%
Total			**4,546,040.20**	**4,908,128.20**	**1,195,056.40**	**24.35%**

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CLAY COUNTY SCHOOL BOARD
SELF INSURANCE FUND
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 09/30/2020

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	70,000.00	70,000.00	2,413.53	3.45%
Charges For Services	3481	2,931,181.00	2,931,181.00	0.00	0.00%
Total Local Sources		3,001,181.00	3,001,181.00	2,413.53	
Total REVENUE AND TRANSFERS		3,001,181.00	3,001,181.00	2,413.53	
Fund Balance July 1, 2020		4,923,526.28	4,923,526.28	4,923,526.28	
GRAND TOTAL		7,924,707.28	7,924,707.28	4,925,939.81	62.16%

EXPENDITURES

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Workmans Comp Claims	240	1,500,000.00	1,500,000.00	327,491.73	21.83%
Pro & Tech Serv	310	173,935.00	173,935.00	38,159.50	21.94%
Liability Claims	320	1,087,651.00	1,087,651.00	1,072,741.66	98.63%
Total Gen Sup Srvc		2,761,586.00	2,761,586.00	1,438,392.89	
Total EXPENDITURES		2,761,586.00	2,761,586.00	1,438,392.89	

FUND BALANCE

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	5,163,121.28	5,163,121.28	3,487,546.92	
Total Fund Balance		5,163,121.28	5,163,121.28	3,487,546.92	
GRAND TOTAL		7,924,707.28	7,924,707.28	4,925,939.81	62.16%

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JUNE, 2020									
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0311	KEYSTONE HEIGHTS JR/SR HIGH	2,500.00							2,500.00
0341	CLAY HIGH SCHOOL	5,599.00							5,599.00
0371	WILKINSON JUNIOR HIGH	1,255.23							1,255.23
0501	TYNES ELEMENTARY	1,512.50							1,512.50
0541	RIDEOUT ELEMENTARY	7,605.95							7,605.95
0551	FLEMING ISLAND HIGH SCHOOL	3,385.00							3,385.00
0611	OAKLEAF JUNIOR HIGH	37,921.00							37,921.00
0661	OAKLEAF HIGH SCHOOL	20,895.00							20,895.00
9005	EXCEPTIONAL STUDENT EDUCATION	1,105.82							1,105.82
9008	ADULT COMMUNITY EDUCATION	1,295.00							1,295.00
9010	TRANSPORTATION	38,383.84							38,383.84
9020	OFFICE OF SUPPORT SERVICES	4,495.38							4,495.38
9121	MAINTENANCE	13,800.00							13,800.00
9022	OPERATIONS	62,910.00							62,910.00
9023	FACILITY PLANNING & CONSTRUCT	21,441.02							21,441.02
9040	INFORMATION SERVICES	4,082,046.15		9,488.61					4,091,534.76
9050	BUSINESS AFFAIRS	11,240.83							11,240.83
9110	FOOD & NUTRITION SERVICES	41,095.00							41,095.00
	TOTAL	4,358,486.72	0.00	9,488.61	0.00	0.00	0.00	0.00	4,367,975.33

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JUNE, 2020									
LOCATION		BEG BALANCE	NEW PURCHASE	REINSTATED	OTHER	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0391	MIDDLEBURG HIGH SCHOOL	2,550.85							2,550.85
9010	TRANSPORTATION	36,638,443.73	28,960.90	45,165.35				5,464,376.17	31,248,193.81
	TOTAL	36,640,994.58	28,960.90	45,165.35	0.00	0.00	0.00	5,464,376.17	31,250,744.66

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Cla, County Public Schools
AudioVisual

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0111 BANNERMAN LEARNING CENTER	2,402.11	0.00	0.00	0.00	2,402.11
0252 ORANGE PARK HIGH	11,164.04	0.00	0.00	0.00	11,164.04
0311 KEYSTONE HEIGHTS JR/SR HIGH	1,792.00	0.00	0.00	0.00	1,792.00
0341 CLAY HIGH SCHOOL	5,792.87	0.00	0.00	0.00	5,792.87
0361 ORANGE PARK JUNIOR HIGH	2,658.00	0.00	0.00	0.00	2,658.00
0391 MIDDLEBURG HIGH SCHOOL	9,650.45	1,048.95	0.00	0.00	10,699.40
0431 RIDGEVIEW HIGH SCHOOL	1,069.20	0.00	0.00	0.00	1,069.20
0481 LAKE ASBURY JUNIOR HIGH	11,237.85	0.00	0.00	0.00	11,237.85
0551 FLEMING ISLAND HIGH SCHOOL	3,149.99	0.00	0.00	0.00	3,149.99
0661 OAKLEAF HIGH SCHOOL	6,221.21	0.00	0.00	0.00	6,221.21
	55,137.72	1,048.95	0.00	0.00	56,186.67

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JUNE, 2020

	LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	4,120.00								4,120.00
0021	GREEN COVE SPRINGS JUNIOR HIGH	317,014.20								317,014.20
0071	CHARLES E BENNETT ELEMENTARY	118,304.68								118,304.68
0111	BANNERMAN LEARNING CENTER	143,426.04							2,916.00	140,510.04
0201	ORANGE PARK ELEMENTARY	138,558.15								138,558.15
0232	GROVE PARK ELEMENTARY	136,475.58	12,560.00							149,035.58
0241	W E CHERRY ELEMENTARY	188,191.51							6,490.00	181,701.51
0252	ORANGE PARK HIGH	1,201,488.57	1,442.95						8,093.98	1,194,837.54
0261	DOCTORS INLET ELEMENTARY	122,218.73							3,150.00	119,068.73
0271	MIDDLEBURG ELEMENTARY	210,875.30	1,375.00							212,250.30
0301	KEYSTONE HEIGHTS ELEMENTARY	298,825.11								298,825.11
0311	KEYSTONE HEIGHTS JR/SR HIGH	673,001.10								673,001.10
0331	S BRYAN JENNINGS ELEMENTARY	183,359.02							4,102.14	179,256.88
0341	CLAY HIGH SCHOOL	831,130.51							8,686.43	822,444.08
0351	LAKESIDE JUNIOR HIGH	385,080.93								385,080.93
0352	LAKESIDE ELEMENTARY	195,282.35							1,048.00	194,234.35
0361	ORANGE PARK JUNIOR HIGH	361,845.80							8,551.37	353,294.43
0371	WILKINSON JUNIOR HIGH	421,615.74	2,459.00						11,776.04	412,298.70
0381	MONTCLAIR ELEMENTARY	120,293.36								120,293.36
0391	MIDDLEBURG HIGH SCHOOL	1,266,182.71	2,687.19						4,563.00	1,264,306.90
0401	RIDGEVIEW ELEMENTARY	197,163.84					2,485.00	10,143.78	2,018.00	187,487.06
0411	CLAY HILL ELEMENTARY	215,822.19								215,822.19
0431	RIDGEVIEW HIGH SCHOOL	1,004,227.16							4,931.81	999,295.35
0451	LAKE ASBURY ELEMENTARY	194,050.76								194,050.76
0471	ROBERT M PATERSON ELEMENTARY	170,185.35								170,185.35
0481	LAKE ASBURY JUNIOR HIGH	563,426.43								563,426.43
0491	WILKINSON ELEMENTARY	234,816.39	3,587.78							238,404.17
0501	TYNES ELEMENTARY	222,074.07								222,074.07
0511	MCRAE ELEMENTARY	199,260.33							2,924.58	196,335.75
0521	FLEMING ISLAND ELEMENTARY	187,226.51								187,226.51
0531	THUNDERBOLT ELEMENTARY	237,528.44						1,089.00		236,439.44
0541	RIDEOUT ELEMENTARY	141,828.94								141,828.94
0551	FLEMING ISLAND HIGH SCHOOL	1,018,276.75							14,124.95	1,004,151.80
0571	SWIMMING PEN CREEK ELEMENTARY	127,493.57								127,493.57
0591	ARGYLE ELEMENTARY SCHOOL	149,381.49								149,381.49
0601	COPPERGATE ELEMENTARY	160,780.82	12,560.00							173,340.82
0611	OAKLEAF JUNIOR HIGH	503,110.94							2,416.00	500,694.94
0621	OAKLEAF VILLAGE ELEMENTARY	300,786.38								300,786.38
0631	SHADOWLAWN ELEMENTARY	233,557.84								233,557.84
0641	DISCOVERY OAKS ELEMENTARY	650,971.86								650,971.86
0651	PLANTATION OAKS ELEMENTARY	619,677.22								619,677.22

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JUNE, 2020

	LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0661	OAKLEAF HIGH SCHOOL	1,472,314.29	1,610.00						26,272.94	1,447,651.35
0769	ST JOHNS COUNTRY DAY	25,893.80								25,893.80
7005	CLAY VIRTUAL - ACADEMY	38,204.90								38,204.90
9000	SCHOOL BOARD	29,272.33							1,709.50	27,562.83
9002	CAREER AND TECHNICAL EDUCATION	22,238.57								22,238.57
9003	DEPT OF INST RESOURCES STEM	55,643.39								55,643.39
9004	STUDENT SERVICES	52,823.27								52,823.27
9005	EXCEPTIONAL STUDENT EDUCATION	216,895.09					11,232.78			228,127.87
9006	DEPT OF ELEMENTARY EDUCATION	58,272.62							1,132.00	57,140.62
9007	K12 ACADEMIC SERVICES	21,733.31								21,733.31
9008	ADULT COMMUNITY EDUCATION	70,148.06								70,148.06
9009	SCH IMPROVEMENT & PROF DEVEL	44,019.76								44,019.76
9010	TRANSPORTATION	459,361.10					2,612.69			461,973.79
9014	INSTRUCTIONAL MEDIA SERVICES	1,709.50								1,709.50
9016	SUPERINTENDENT/DEPUTY SUPER	39,029.12								39,029.12
9020	OFFICE OF SUPPORT SERVICES	13,050.07						1,513.69		11,536.38
9021	MAINTENANCE DEPARTMENT	584,955.78						1,099.00		583,856.78
9022	OPERATIONS	163,966.96								163,966.96
9023	FACILITY PLANNING & CONSTRUCT	34,127.12								34,127.12
9024	CODE ENFORCEMENT	6,267.37								6,267.37
9025	SCHOOL POLICE DEPARTMENT	318,682.55					4,434.80			323,117.35
9030	PRINT CENTER	64,262.81								64,262.81
9040	INFORMATION SERVICES	2,298,308.50						4,434.80	52,253.37	2,241,620.33
9050	BUSINESS AFFAIRS DIVISION	105,080.98								105,080.98
9060	HUMAN RESOURCES	73,936.12	1,529.00						1,412.00	74,053.12
9104	DEPT OF HEALTH & MILITARY SERV	9,045.82							9,045.82	0.00
9106	TITLE 1	16,664.31								16,664.31
9110	FOOD & NUTRITION SERVICES	258,524.55						2,485.00		256,039.55
9111	INSTRUCTIONAL DIVISION	28,411.83								28,411.83
9113	TEACHER TRAINING CENTER FIH	8,488.00								8,488.00
9114	TEACHER LEARNING CENTER OPHS	5,505.98								5,505.98
	TOTAL	21,245,774.53	39,810.92	0.00	0.00	0.00	20,765.27	20,765.27	177,617.93	21,107,967.52

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JULY, 2020										
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	4,120.00								4,120.00
0021	GREEN COVE SPRINGS JUNIOR HIGH	317,014.20						1,219.97		315,794.23
0071	CHARLES E BENNETT ELEMENTARY	118,304.68								118,304.68
0111	BANNERMAN LEARNING CENTER	140,510.04						7,448.28		133,061.76
0201	ORANGE PARK ELEMENTARY	138,558.15						9,065.03		129,493.12
0232	GROVE PARK ELEMENTARY	149,035.58						2,439.94		146,595.64
0241	W E CHERRY ELEMENTARY	181,701.51						1,219.97		180,481.54
0252	ORANGE PARK HIGH	1,194,837.54	2,495.00					1,219.97		1,196,112.57
0261	DOCTORS INLET ELEMENTARY	119,068.73						2,439.94	1,100.00	115,528.79
0271	MIDDLEBURG ELEMENTARY	212,250.30						1,219.97		211,030.33
0301	KEYSTONE HEIGHTS ELEMENTARY	298,825.11	4,342.29							303,167.40
0311	KEYSTONE HEIGHTS JR/SR HIGH	673,001.10						2,439.94		670,561.16
0331	S BRYAN JENNINGS ELEMENTARY	179,256.88						2,439.94		176,816.94
0341	CLAY HIGH SCHOOL	822,444.08						11,979.97	4,399.40	806,064.71
0351	LAKESIDE JUNIOR HIGH	385,080.93						1,219.97		383,860.96
0352	LAKESIDE ELEMENTARY	194,234.35						7,046.00		187,188.35
0361	ORANGE PARK JUNIOR HIGH	353,294.43						1,219.97	2,756.00	349,318.46
0371	WILKINSON JUNIOR HIGH	412,298.70						1,219.97		411,078.73
0381	MONTCLAIR ELEMENTARY	120,293.36						2,439.94		117,853.42
0391	MIDDLEBURG HIGH SCHOOL	1,264,306.90	2,079.75					3,659.91		1,262,726.74
0401	RIDGEVIEW ELEMENTARY	187,487.06					1,992.40		20,222.37	169,257.09
0411	CLAY HILL ELEMENTARY	215,822.19								215,822.19
0431	RIDGEVIEW HIGH SCHOOL	999,295.35						3,659.91		995,635.44
0451	LAKE ASBURY ELEMENTARY	194,050.76						1,219.97		192,830.79
0471	ROBERT M PATERSON ELEMENTARY	170,185.35						1,219.97	1,123.54	167,841.84
0481	LAKE ASBURY JUNIOR HIGH	563,426.43						3,659.91		559,766.52
0491	WILKINSON ELEMENTARY	238,404.17						2,439.94		235,964.23
0501	TYNES ELEMENTARY	222,074.07						3,659.91		218,414.16
0511	MCRAE ELEMENTARY	196,335.75								196,335.75
0521	FLEMING ISLAND ELEMENTARY	187,226.51						1,992.40		185,234.11
0531	THUNDERBOLT ELEMENTARY	236,439.44						2,439.94	1,129.00	232,870.50
0541	RIDEOUT ELEMENTARY	141,828.94						2,439.94		139,389.00
0551	FLEMING ISLAND HIGH SCHOOL	1,004,151.80						6,099.85		998,051.95
0571	SWIMMING PEN CREEK ELEMENTARY	127,493.57								127,493.57
0591	ARGYLE ELEMENTARY SCHOOL	149,381.49						1,219.97		148,161.52
0601	COPPERGATE ELEMENTARY	173,340.82								173,340.82
0611	OAKLEAF JUNIOR HIGH	500,694.94						2,439.94		498,255.00
0621	OAKLEAF VILLAGE ELEMENTARY	300,786.38						3,659.91		297,126.47
0631	SHADOWLAWN ELEMENTARY	233,557.84						2,439.94		231,117.90
0641	DISCOVERY OAKS ELEMENTARY	650,971.86						2,439.94		648,531.92
0651	PLANTATION OAKS ELEMENTARY	619,677.22						8,979.97		610,697.25

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JULY, 2020										
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0661	OAKLEAF HIGH SCHOOL	1,447,651.35						3,659.91		1,443,991.44
0769	ST JOHNS COUNTRY DAY	25,893.80								25,893.80
7005	CLAY VIRTUAL - ACADEMY	38,204.90						1,219.97		36,984.93
9000	SCHOOL BOARD	27,562.83								27,562.83
9002	CAREER AND TECHNICAL EDUCATION	22,238.57								22,238.57
9003	DEPT OF INST RESOURCES STEM	55,643.39								55,643.39
9004	STUDENT SERVICES	52,823.27						2,291.80	1,451.00	49,080.47
9005	EXCEPTIONAL STUDENT EDUCATION	228,127.87					1,071.83		5,037.09	224,162.61
9006	DEPT OF ELEMENTARY EDUCATION	57,140.62						1,219.97	4,018.00	51,902.65
9007	K12 ACADEMIC SERVICES	21,733.31							10,893.77	10,839.54
9008	ADULT COMMUNITY EDUCATION	70,148.06						1,219.97		68,928.09
9009	SCH IMPROVEMENT & PROF DEVEL	44,019.76								44,019.76
9010	TRANSPORTATION	461,973.79	1,795.84							463,769.63
9014	INSTRUCTIONAL MEDIA SERVICES	1,709.50								1,709.50
9016	SUPERINTENDENT/DEPUTY SUPER	39,029.12						1,219.97		37,809.15
9020	OFFICE OF SUPPORT SERVICES	11,536.38								11,536.38
9021	MAINTENANCE DEPARTMENT	583,856.78					23,925.12		7,875.55	599,906.35
9022	OPERATIONS	163,966.96								163,966.96
9023	FACILITY PLANNING & CONSTRUCT	34,127.12								34,127.12
9024	CODE ENFORCEMENT	6,267.37								6,267.37
9025	SCHOOL POLICE DEPARTMENT	323,117.35								323,117.35
9030	PRINT CENTER	64,262.81								64,262.81
9040	INFORMATION SERVICES	2,241,620.33					81,737.99			2,323,358.32
9050	BUSINESS AFFAIRS DIVISION	105,080.98								105,080.98
9060	HUMAN RESOURCES	74,053.12								74,053.12
9106	TITLE 1	16,664.31								16,664.31
9110	FOOD & NUTRITION SERVICES	256,039.55					12,054.34			268,093.89
9111	INSTRUCTIONAL DIVISION	28,411.83								28,411.83
9113	TEACHER TRAINING CENTER FIH	8,488.00								8,488.00
9114	TEACHER LEARNING CENTER OPHS	5,505.98								5,505.98
	TOTAL	21,107,967.52	10,712.88	0.00	0.00	0.00	120,781.68	120,781.68	60,005.72	21,058,674.68

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Clay County Public Schools
Vehicles

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0391 MIDDLEBURG HIGH SCHOOL	2,550.85	0.00	0.00	0.00	2,550.85
9010 TRANSPORTATION	31,248,193.81	0.00	0.00	0.00	31,248,193.81
	31,250,744.66	0.00	0.00	0.00	31,250,744.66

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Clay County Public Schools
AudioVisual

Location Number		Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0111	BANNERMAN LEARNING CENTER	2,402.11	0.00	0.00	0.00	2,402.11
0252	ORANGE PARK HIGH	11,164.04	0.00	0.00	0.00	11,164.04
0311	KEYSTONE HEIGHTS JR/SR HIGH	1,792.00	0.00	0.00	0.00	1,792.00
0341	CLAY HIGH SCHOOL	5,792.87	0.00	0.00	0.00	5,792.87
0361	ORANGE PARK JUNIOR HIGH	2,658.00	0.00	0.00	0.00	2,658.00
0391	MIDDLEBURG HIGH SCHOOL	10,699.40	0.00	0.00	0.00	10,699.40
0431	RIDGEVIEW HIGH SCHOOL	1,069.20	0.00	0.00	0.00	1,069.20
0481	LAKE ASBURY JUNIOR HIGH	11,237.85	0.00	0.00	0.00	11,237.85
0551	FLEMING ISLAND HIGH SCHOOL	3,149.99	0.00	0.00	0.00	3,149.99
0661	OAKLEAF HIGH SCHOOL	6,221.21	0.00	0.00	0.00	6,221.21
		56,186.67	0.00	0.00	0.00	56,186.67

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Clay County Public Schools
Software

Location Number		Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0311	KEYSTONE HEIGHTS JR/SR HIGH	2,500.00	0.00	0.00	0.00	2,500.00
0341	CLAY HIGH SCHOOL	5,599.00	0.00	0.00	0.00	5,599.00
0371	WILKINSON JUNIOR HIGH	1,255.23	0.00	0.00	0.00	1,255.23
0501	TYNES ELEMENTARY	1,512.50	0.00	0.00	0.00	1,512.50
0541	RIDEOUT ELEMENTARY	7,605.95	0.00	0.00	0.00	7,605.95
0551	FLEMING ISLAND HIGH SCHOOL	3,385.00	0.00	0.00	0.00	3,385.00
0611	OAKLEAF JUNIOR HIGH	37,921.00	0.00	0.00	0.00	37,921.00
0661	OAKLEAF HIGH SCHOOL	20,895.00	0.00	0.00	0.00	20,895.00
9005	EXCEPTIONAL STUDENT EDUCATION	1,105.82	0.00	0.00	0.00	1,105.82
9008	ADULT COMMUNITY EDUCATION	1,295.00	0.00	0.00	0.00	1,295.00
9010	TRANSPORTATION	38,383.84	0.00	0.00	0.00	38,383.84
9020	OFFICE OF SUPPORT SERVICES	4,495.38	0.00	0.00	0.00	4,495.38
9021	MAINTENANCE DEPARTMENT	13,800.00	0.00	0.00	0.00	13,800.00
9022	OPERATIONS	62,910.00	0.00	0.00	0.00	62,910.00
9023	FACILITY PLANNING & CONSTRUCT	21,441.02	0.00	0.00	0.00	21,441.02
9040	INFORMATION SERVICES	4,091,534.76	0.00	0.00	0.00	4,091,534.76
9050	BUSINESS AFFAIRS DIVISION	11,240.83	0.00	0.00	0.00	11,240.83
9210	FOOD & NUTRITION SERVICES	41,095.00	0.00	0.00	0.00	41,095.00
		4,367,975.33	0.00	0.00	0.00	4,367,975.33

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AUGUST, 2020									
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0311	KEYSTONE HEIGHTS JR/SR HIGH	2,500.00							2,500.00
0341	CLAY HIGH SCHOOL	5,599.00							5,599.00
0371	WILKINSON JUNIOR HIGH	1,255.23							1,255.23
0501	TYNES ELEMENTARY	1,512.50							1,512.50
0541	RIDEOUT ELEMENTARY	7,605.95							7,605.95
0551	FLEMING ISLAND HIGH SCHOOL	3,385.00							3,385.00
0611	OAKLEAF JUNIOR HIGH	37,921.00							37,921.00
0661	OAKLEAF HIGH SCHOOL	20,895.00							20,895.00
9005	EXCEPTIONAL STUDENT EDUCATION	1,105.82							1,105.82
9008	ADULT COMMUNITY EDUCATION	1,295.00							1,295.00
9010	TRANSPORTATION	38,383.84							38,383.84
9020	OFFICE OF SUPPORT SERVICES	4,495.38							4,495.38
9121	MAINTENANCE	13,800.00							13,800.00
9022	OPERATIONS	62,910.00							62,910.00
9023	FACILITY PLANNING & CONSTRUCT	21,441.02							21,441.02
9040	INFORMATION SERVICES	4,091,534.76		9,305.79					4,100,840.55
9050	BUSINESS AFFAIRS	11,240.83							11,240.83
9110	FOOD & NUTRITION SERVICES	41,095.00							41,095.00
	TOTAL	4,367,975.33	0.00	9,305.79	0.00	0.00	0.00	0.00	4,377,281.12

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Clay County Public Schools
AudioVisual

Location Number		Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0111	BANNERMAN LEARNING CENTER	2,402.11	0.00	0.00	0.00	2,402.11
0252	ORANGE PARK HIGH	11,164.04	0.00	0.00	0.00	11,164.04
0311	KEYSTONE HEIGHTS JR/SR HIGH	1,792.00	0.00	0.00	0.00	1,792.00
0341	CLAY HIGH SCHOOL	5,792.87	6,087.90	0.00	0.00	11,880.77
0361	ORANGE PARK JUNIOR HIGH	2,658.00	0.00	0.00	0.00	2,658.00
0391	MIDDLEBURG HIGH SCHOOL	10,699.40	4,509.00	0.00	0.00	15,208.40
0431	RIDGEVIEW HIGH SCHOOL	1,069.20	0.00	0.00	0.00	1,069.20
0481	LAKE ASBURY JUNIOR HIGH	11,237.85	0.00	0.00	0.00	11,237.85
0551	FLEMING ISLAND HIGH SCHOOL	3,149.99	0.00	0.00	0.00	3,149.99
0661	OAKLEAF HIGH SCHOOL	6,221.21	0.00	0.00	0.00	6,221.21
		56,186.67	10,596.90	0.00	0.00	66,783.57

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Clay County Public Schools
Vehicles

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0391 MIDDLEBURG HIGH SCHOOL	2,550.85	0.00	0.00	0.00	2,550.85
9010 TRANSPORTATION	31,248,193.81	0.00	0.00	0.00	31,248,193.81
	31,250,744.66	0.00	0.00	0.00	31,250,744.66

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AUGUST, 2020										
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	4,120.00								4,120.00
0021	GREEN COVE SPRINGS JUNIOR HIGH	315,794.23								315,794.23
0071	CHARLES E BENNETT ELEMENTARY	118,304.68								118,304.68
0111	BANNERMAN LEARNING CENTER	133,061.76							7,292.00	125,769.76
0201	ORANGE PARK ELEMENTARY	129,493.12					7,845.06		4,990.00	132,348.18
0232	GROVE PARK ELEMENTARY	146,595.64								146,595.64
0241	W E CHERRY ELEMENTARY	180,481.54	12,560.00							193,041.54
0252	ORANGE PARK HIGH	1,196,112.57	2,789.00							1,198,901.57
0261	DOCTORS INLET ELEMENTARY	115,528.79		776.00					6,917.00	109,387.79
0271	MIDDLEBURG ELEMENTARY	211,030.33	12,560.00				2,504.17			226,094.50
0301	KEYSTONE HEIGHTS ELEMENTARY	303,167.40	12,560.00						1,199.00	314,528.40
0311	KEYSTONE HEIGHTS JR/SR HIGH	670,561.16						5,201.17	11,471.96	653,888.03
0331	S BRYAN JENNINGS ELEMENTARY	176,816.94	12,560.00				6,449.25			195,826.19
0341	CLAY HIGH SCHOOL	806,064.71					1,399.00			807,463.71
0351	LAKESIDE JUNIOR HIGH	383,860.96								383,860.96
0352	LAKESIDE ELEMENTARY	187,188.35	12,560.00							199,748.35
0361	ORANGE PARK JUNIOR HIGH	349,318.46	1,160.00							350,478.46
0371	WILKINSON JUNIOR HIGH	411,078.73	1,755.00						1,023.10	411,810.63
0381	MONTCLAIR ELEMENTARY	117,853.42	12,560.00							130,413.42
0391	MIDDLEBURG HIGH SCHOOL	1,262,726.74			5,203.20			4,250.00	16,860.00	1,246,819.94
0401	RIDGEVIEW ELEMENTARY	169,257.09	12,560.00					2,485.00		179,332.09
0411	CLAY HILL ELEMENTARY	215,822.19	12,560.00							228,382.19
0431	RIDGEVIEW HIGH SCHOOL	995,635.44								995,635.44
0451	LAKE ASBURY ELEMENTARY	192,830.79							2,306.93	190,523.86
0471	ROBERT M PATERSON ELEMENTARY	167,841.84	1,991.71							169,833.55
0481	LAKE ASBURY JUNIOR HIGH	559,766.52								559,766.52
0491	WILKINSON ELEMENTARY	235,964.23	12,560.00							248,524.23
0501	TYNES ELEMENTARY	218,414.16					5,745.15	3,440.00		220,719.31
0511	MCRAE ELEMENTARY	196,335.75	12,560.00					2,439.94	2,183.53	204,272.28
0521	FLEMING ISLAND ELEMENTARY	185,234.11								185,234.11
0531	THUNDERBOLT ELEMENTARY	232,870.50						6,407.00		226,463.50
0541	RIDEOUT ELEMENTARY	139,389.00						1,177.57		138,211.43
0551	FLEMING ISLAND HIGH SCHOOL	998,051.95							4,372.98	993,678.97
0571	SWIMMING PEN CREEK ELEMENTARY	127,493.57						2,511.90		124,981.67
0591	ARGYLE ELEMENTARY SCHOOL	148,161.52							6,412.00	141,749.52
0601	COPPERGATE ELEMENTARY	173,340.82					7,645.00		3,773.36	177,212.46
0611	OAKLEAF JUNIOR HIGH	498,255.00					1,219.97			499,474.97
0621	OAKLEAF VILLAGE ELEMENTARY	297,126.47								297,126.47
0631	SHADOWLAWN ELEMENTARY	231,117.90								231,117.90
0641	DISCOVERY OAKS ELEMENTARY	648,531.92	1,645.00							650,176.92
0651	PLANTATION OAKS ELEMENTARY	610,697.25					7,760.00	1,219.97		617,237.28

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AUGUST, 2020										
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0661	OAKLEAF HIGH SCHOOL	1,443,991.44								1,443,991.44
0769	ST JOHNS COUNTRY DAY	25,893.80								25,893.80
7005	CLAY VIRTUAL - ACADEMY	36,984.93								36,984.93
9000	SCHOOL BOARD	27,562.83						$1,219.97		26,342.86
9002	CAREER AND TECHNICAL EDUCATION	22,238.57								22,238.57
9003	DEPT OF INST RESOURCES STEM	55,643.39								55,643.39
9004	STUDENT SERVICES	49,080.47								49,080.47
9005	EXCEPTIONAL STUDENT EDUCATION	224,162.61					10,657.00			234,819.61
9006	DEPT OF ELEMENTARY EDUCATION	51,902.65								51,902.65
9007	K12 ACADEMIC SERVICES	10,839.54					1,219.97	2,439.94		9,619.57
9008	ADULT COMMUNITY EDUCATION	68,928.09								68,928.09
9009	SCH IMPROVEMENT & PROF DEVEL	44,019.76	5,394.27							49,414.03
9010	TRANSPORTATION	463,769.63							1,545.00	462,224.63
9014	INSTRUCTIONAL MEDIA SERVICES	1,709.50								1,709.50
9016	SUPERINTENDENT/DEPUTY SUPER	37,809.15								37,809.15
9020	OFFICE OF SUPPORT SERVICES	11,536.38								11,536.38
9021	MAINTENANCE DEPARTMENT	599,906.35	5,545.00					15,605.06		589,846.29
9022	OPERATIONS	163,966.96						6,449.25		157,517.71
9023	FACILITY PLANNING & CONSTRUCT	34,127.12								34,127.12
9024	CODE ENFORCEMENT	6,267.37								6,267.37
9025	SCHOOL POLICE DEPARTMENT	323,117.35								323,117.35
9030	PRINT CENTER	64,262.81								64,262.81
9040	INFORMATION SERVICES	2,323,358.32	20,074.29				6,057.45		2,924.57	2,346,565.49
9050	BUSINESS AFFAIRS DIVISION	105,080.98					1,219.97		3,740.54	102,560.41
9060	HUMAN RESOURCES	74,053.12						1,219.97	1,443.00	71,390.15
9106	TITLE 1	16,664.31								16,664.31
9110	FOOD & NUTRITION SERVICES	268,093.89					11,133.90	14,789.15	1,370.00	263,068.64
9111	INSTRUCTIONAL DIVISION	28,411.83								28,411.83
9113	TEACHER TRAINING CENTER FIH	8,488.00								8,488.00
9114	TEACHER LEARNING CENTER OPHS	5,505.98								5,505.98
	TOTAL	21,058,674.68	165,954.27	776.00	5,203.20	0.00	70,855.89	70,855.89	79,824.97	21,150,783.18

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SEPTEMBER, 2020									
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0311	KEYSTONE HEIGHTS JR/SR HIGH	2,500.00							2,500.00
0341	CLAY HIGH SCHOOL	5,599.00							5,599.00
0371	WILKINSON JUNIOR HIGH	1,255.23							1,255.23
0501	TYNES ELEMENTARY	1,512.50							1,512.50
0541	RIDEOUT ELEMENTARY	7,605.95							7,605.95
0551	FLEMING ISLAND HIGH SCHOOL	3,385.00							3,385.00
0611	OAKLEAF JUNIOR HIGH	37,921.00							37,921.00
0661	OAKLEAF HIGH SCHOOL	20,895.00							20,895.00
9005	EXCEPTIONAL STUDENT EDUCATION	1,105.82							1,105.82
9008	ADULT COMMUNITY EDUCATION	1,295.00							1,295.00
9010	TRANSPORTATION	38,383.84							38,383.84
9020	OFFICE OF SUPPORT SERVICES	4,495.38							4,495.38
9121	MAINTENANCE	13,800.00							13,800.00
9022	OPERATIONS	62,910.00							62,910.00
9023	FACILITY PLANNING & CONSTRUCT	21,441.02							21,441.02
9040	INFORMATION SERVICES	4,100,840.55		9,305.79					4,110,146.34
9050	BUSINESS AFFAIRS	11,240.83							11,240.83
9110	FOOD & NUTRITION SERVICES	41,095.00							41,095.00
	TOTAL	4,377,281.12	0.00	9,305.79	0.00	0.00	0.00	0.00	4,386,586.91

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Clay County Public Schools
AudioVisual

Location Number		Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0111	BANNERMAN LEARNING CENTER	2,402.11	0.00	0.00	0.00	2,402.11
0252	ORANGE PARK HIGH	11,164.04	0.00	0.00	0.00	11,164.04
0311	KEYSTONE HEIGHTS JR/SR HIGH	1,792.00	0.00	0.00	0.00	1,792.00
0341	CLAY HIGH SCHOOL	11,880.77	0.00	0.00	0.00	11,880.77
0361	ORANGE PARK JUNIOR HIGH	2,658.00	0.00	0.00	0.00	2,658.00
0391	MIDDLEBURG HIGH SCHOOL	15,208.40	0.00	0.00	0.00	15,208.40
0431	RIDGEVIEW HIGH SCHOOL	1,069.20	0.00	0.00	0.00	1,069.20
0481	LAKE ASBURY JUNIOR HIGH	11,237.85	0.00	0.00	0.00	11,237.85
0551	FLEMING ISLAND HIGH SCHOOL	3,149.99	0.00	0.00	0.00	3,149.99
0661	OAKLEAF HIGH SCHOOL	6,221.21	0.00	0.00	0.00	6,221.21
		66,783.57	0.00	0.00	0.00	66,783.57

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Clay County Public Schools
Vehicles

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0391 MIDDLEBURG HIGH SCHOOL	2,550.85	0.00	0.00	0.00	2,550.85
9010 TRANSPORTATION	31,248,193.81	0.00	0.00	0.00	31,248,193.81
	31,250,744.66	0.00	0.00	0.00	31,250,744.66

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SEPTEMBER, 2020										
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0621	OAKLEAF VILLAGE ELEMENTARY	297,126.47								297,126.47
0631	SHADOWLAWN ELEMENTARY	231,117.90						2,500.00		228,617.90
0641	DISCOVERY OAKS ELEMENTARY	650,176.92								650,176.92
0651	PLANTATION OAKS ELEMENTARY	617,237.28								617,237.28
0661	OAKLEAF HIGH SCHOOL	1,443,991.44	1,795.84		1,128.21				17,970.48	1,428,945.01
0769	ST JOHNS COUNTRY DAY	25,893.80								25,893.80
7005	CLAY VIRTUAL - ACADEMY	36,984.93								36,984.93
9000	SCHOOL BOARD	26,342.86								26,342.86
9002	CAREER AND TECHNICAL EDUCATION	22,238.57								22,238.57
9003	DEPT OF INST RESOURCES STEM	55,643.39								55,643.39
9004	STUDENT SERVICES	49,080.47	5,385.00				2,445.56	1,219.97	6,131.00	49,560.06
9005	EXCEPTIONAL STUDENT EDUCATION	234,819.61					2,950.50	2,445.56	1,157.27	234,167.28
9006	DEPT OF ELEMENTARY EDUCATION	51,902.65						6,883.58		45,019.07
9007	K12 ACADEMIC SERVICES	9,619.57							1,332.00	8,287.57
9008	ADULT COMMUNITY EDUCATION	68,928.09								68,928.09
9009	SCH IMPROVEMENT & PROF DEVEL	49,414.03							1,518.00	47,896.03
9010	TRANSPORTATION	462,224.63	5,741.17							467,965.80
9014	INSTRUCTIONAL MEDIA SERVICES	1,709.50								1,709.50
9016	SUPERINTENDENT/DEPUTY SUPER	37,809.15					2,670.97			40,480.12
9020	OFFICE OF SUPPORT SERVICES	11,536.38								11,536.38
9021	MAINTENANCE DEPARTMENT	589,846.29	25,721.00				2,267.38			617,834.67
9022	OPERATIONS	157,517.71					1,219.97	8,654.78		150,082.90
9023	FACILITY PLANNING & CONSTRUCT	34,127.12						1,216.63		32,910.49
9024	CODE ENFORCEMENT	6,267.37								6,267.37
9025	SCHOOL POLICE DEPARTMENT	323,117.35								323,117.35
9030	PRINT CENTER	64,262.81								64,262.81
9040	INFORMATION SERVICES	2,346,565.49					2,439.94	1,219.97		2,347,785.46
9050	BUSINESS AFFAIRS DIVISION	102,560.41					8,536.45	1,219.97		109,876.89
9060	HUMAN RESOURCES	71,390.15					2,439.94	2,670.97		71,159.12
9106	TITLE 1	16,664.31					6,883.58			23,547.89
9110	FOOD & NUTRITION SERVICES	263,068.64					1,370.00	10,900.14	2,424.50	251,114.00
9111	INSTRUCTIONAL DIVISION	28,411.83								28,411.83
9113	TEACHER TRAINING CENTER FIH	8,488.00								8,488.00
9114	TEACHER LEARNING CENTER OPHS	5,505.98								5,505.98
	TOTAL	21,150,783.18	186,994.15	0.00	1,128.21	0.00	59,419.55	59,419.55	96,277.93	21,242,627.61

DRAFT

SEPTEMBER, 2020

LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	4,120.00								4,120.00
0021	GREEN COVE SPRINGS JUNIOR HIGH	315,794.23							1,275.00	314,519.23
0071	CHARLES E BENNETT ELEMENTARY	118,304.68	12,560.00				2,238.90		6,412.00	126,691.58
0111	BANNERMAN LEARNING CENTER	125,769.76					1,050.00			126,819.76
0201	ORANGE PARK ELEMENTARY	132,348.18								132,348.18
0232	GROVE PARK ELEMENTARY	146,595.64	10,620.00						6,982.04	150,233.60
0241	W E CHERRY ELEMENTARY	193,041.54						1,219.97		191,821.57
0252	ORANGE PARK HIGH	1,198,901.57	1,999.00					3,659.91	17,107.72	1,180,132.94
0261	DOCTORS INLET ELEMENTARY	109,387.79					1,778.00			111,165.79
0271	MIDDLEBURG ELEMENTARY	226,094.50						1,219.97		224,874.53
0301	KEYSTONE HEIGHTS ELEMENTARY	314,528.40								314,528.40
0311	KEYSTONE HEIGHTS JR/SR HIGH	653,888.03								653,888.03
0331	S BRYAN JENNINGS ELEMENTARY	195,826.19							3,699.00	192,127.19
0341	CLAY HIGH SCHOOL	807,463.71	3,299.00						1,138.30	809,624.41
0351	LAKESIDE JUNIOR HIGH	383,860.96								383,860.96
0352	LAKESIDE ELEMENTARY	199,748.35					2,637.00			202,385.35
0361	ORANGE PARK JUNIOR HIGH	350,478.46	2,089.00					1,219.97		351,347.49
0371	WILKINSON JUNIOR HIGH	411,810.63						1,219.97	1,024.99	409,565.67
0381	MONTCLAIR ELEMENTARY	130,413.42								130,413.42
0391	MIDDLEBURG HIGH SCHOOL	1,246,819.94	7,083.24							1,253,903.18
0401	RIDGEVIEW ELEMENTARY	179,332.09	3,052.50				1,943.70			184,328.29
0411	CLAY HILL ELEMENTARY	228,382.19							2,415.60	225,966.59
0431	RIDGEVIEW HIGH SCHOOL	995,635.44	24,695.00				2,217.75	1,050.00		1,021,498.19
0451	LAKE ASBURY ELEMENTARY	190,523.86	10,620.00					1,219.97		199,923.89
0471	ROBERT M PATERSON ELEMENTARY	169,833.55	2,155.00							171,988.55
0481	LAKE ASBURY JUNIOR HIGH	559,766.52	19,687.00					2,217.75		577,235.77
0491	WILKINSON ELEMENTARY	248,524.23	7,900.00				1,920.00			258,344.23
0501	TYNES ELEMENTARY	220,719.31	6,371.00				2,500.00	1,370.00	2,599.00	225,621.31
0511	MCRAE ELEMENTARY	204,272.28							1,025.70	203,246.58
0521	FLEMING ISLAND ELEMENTARY	185,234.11	4,697.50				3,163.67			193,095.28
0531	THUNDERBOLT ELEMENTARY	226,463.50	7,776.48					6,090.47	9,886.33	218,263.18
0541	RIDEOUT ELEMENTARY	138,211.43								138,211.43
0551	FLEMING ISLAND HIGH SCHOOL	993,678.97	10,126.42							1,003,805.39
0571	SWIMMING PEN CREEK ELEMENTARY	124,981.67	1,350.00				4,246.24			130,577.91
0591	ARGYLE ELEMENTARY SCHOOL	141,749.52	3,805.00				2,500.00			148,054.52
0601	COPPERGATE ELEMENTARY	177,212.46								177,212.46
0611	OAKLEAF JUNIOR HIGH	499,474.97	8,465.00						12,179.00	495,760.97

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November 5, 2020 - Regular School Board Meeting

Title

C11 - NSF Write-off Permission

Description

Chapter Eight (School Internal Funds) of the Financial and Program Cost Accounting Report of the Florida Schools Manual (The Red Book) requires under Section III 1.6 (B) that a check can be declared uncollectible and written off the books only by the action of the School Board. The school has collected chks that were returned for non-sufficient funds. The materials or admission to events purchased by these checks were distributed or attended by the individuals. Multiple attempts at collection, including phone calls and letters, from the Principal and Bookkeeper, were unsuccessful and in each case, the student is no longer enrolled.

SCHOOL	MAKER	CK #	CK DATE	AMOUNT	PURPOSE
Montclair Elementary	Keith O'Neil	3025	09/09/16	$25.00	Coupon Book
Montclair Elementary	Donald Hutchinson	562	08/29/14	$10.00	School Shirt
Montclair Elementary	Diana Domingo	55	09/29/14	$6.00	Field Trip
Montclair Elementary	Amy Floyd	151	01/09/15	$13.00	Field Trip
Montclair Elementary	Kathy Taylor	128	11/01/17	$25.00	All County Chorus
Montclair Elementary	Amy Mays	2831	05/22/18	$25.00	Yearbook

Gap Analysis

The school has pursued every avenue available to collect these funds and have been unsuccessful. Writing off of these checks will allow for the reporting of an accurate cash balance of the school's Internal Accounts.

Previous Outcomes

After Board approval school has written off uncollectible NSF checks and financial reporting included an accurate cash balance.

Expected Outcomes

After Board approval school will write off uncollectible NSF checks and financial reporting will include an accurate cash balance

Strategic Plan Goal

Goal; Strategy 2:4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Approve write off of uncollectible checks as presented.

Contact

Dr. Susan Legutko, Assistant Superintendent of Business Affairs, susan.legutko@myoneclay.net, Mary Kay Kirk, Coordinator of Internal Accounts (904) 336-6746

Financial Impact

To write off uncollectible checks will reduce the revenue of the school's Internal Accounts.

Review Comments

Attachments

MCE NSF board write offs..pdf

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NSF WRITEOFF PERMISSION

	CHECK #	DATE OF CHECK	MAKER OF CHECK	AMOUNT OF CHECK	PAYMENT FOR	ACTIVITY ACCOUNT #	DATE OF RETURN	ITEM OR SERVICE RECEIVED?	STUDENT STILL ENROLLED?	COLLECTION ATTEMPTS (MUST INCLUDE CONTACT BY PRINCIPAL)
1	3025	9/9/2016	Keith O'Neil	$25.00	Coupon Book	7001	9/20/2016	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
2	562	8/29/2014	Donald Hutchinson	$10.00	School Shirt	7001	9/4/2014	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
3	55	9/29/2014	Diana Domingo	$6.00	Field Trip	3001	9/29/2014	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
4	151	1/9/2015	Amy Floyd	$13.00	Field Trip	3001	1/21/2015	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
5	128	11/1/2017	Kathy Taylor	$25.00	All County Choru	2200	11/8/2017	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
6	2831	5/22/2018	Amy Mays	$25.00	Yearbook	7001	5/31/2018	Yes	No	Letter sent from principal and Phone calls from bookkeeper and Principal
7										
8										
9										
10										

DRAFT

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Attached all documentation on attempts made to collect a payment, must include letters that were sent by principal via email, US Mail or hand-delivered.
Log of phone calls and meetings of attempts by the bookkeeper and principal.

BOOKKEEPER — DATE 10/8/20

PRINCIPAL — DATE 10-8-20

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 278-2030 • Fax (904)278-2031

Bill Miller
Principal

Karen Frazier
Assistant Principal

DRAFT

9/30/2016

Keith O'Neil
8 Jonathan Court
Orange Park, FL 32073

Mr. O'Neil-

This letter is to inform you that check # 3025, dated 9/9/2016, for the amount of $25.00, was rejected for lack of funds. Per the Parent/Student handbook, Montclair will no longer accept checks from you until the outstanding amount is paid in full. Please bring cash or certified funds in the amount of $25.00 to the front office.

You may contact me at 904-278-2030 ext. 2223 to clear this matter up. Your Prompt response would be appreciated.

Thank You-

Stacia Hood
Principal Secretary
Montclair Elementary School

CC: Bill Miller - Principal

SENT 9/30/16

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 278-2030 • Fax (904)278-2031

Bill Miller
Principal

Scott Voytko
Assistant Principal

09/22/2014

Donald Hutchinson
8374 Coralberry Lane
Jacksonville, FL 32244

Mr. Hutchinson-

This letter is to inform you that check # 562, dated 8/29/2014, for the amount of $10.00, was rejected for non-sufficient fund from your bank. Per the parent/student handbook, Montclair will no longer accept checks from you until the outstanding balance is paid in full. Please bring cash or certified funds in the amount of $10.00 to the front office to prevent further fees.

You may contact me at 904-278-2030 ext. 2223 with any questions. Your prompt response would be appreciated.

Thank You-

Stacia Hood
Principal's Secretary
Montclair Elementary School

SENT 9/22/14

DRAFT

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 278-2030 • Fax (904)278-2031

Bill Miller
Principal

Scott Voytko
Assistant Principal

10/21/2014

Diana Domingo
6135 Longchamp Drive
Jacksonville, FL 32244

Mrs. Domingo-

This letter is to inform you that check # 55, dated 09/29/2014, for the amount of $6.00, was rejected for non-sufficient fund from your bank. Per the parent/student handbook, Montclair will no longer accept checks from you until the outstanding balance is paid in full. Please bring cash or certified funds in the amount of $6.00 to the front office to prevent further fees.

You may contact me at 904-278-2030 ext. 2223 with any questions. Your prompt response would be appreciated.

Thank You-

Stacia Hood
Principal's Secretary
Montclair Elementary School

CC: Bill Miller, Principal

SENT 10/21/14

DRAFT

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 278-2030 • Fax (904)278-2031

Bill Miller
Principal

Scott Voytko
Assistant Principal

01/27/2015

Amy Floyd
1809 Debarry Ave, Apt D28
Orange Park, FL 32073

Mrs. Floyd-

This letter is to inform you that check # 151, dated January 9, 2015, for the amount of $13.00 has been returned from your bank for non-sufficient funds. Per the parent/student handbook Montclair will no longer be able to accept checks from you until this amount is paid in full. Please bring cash or certified funds to the front office to avoid further fees.

You may contact me at 904-278-2030 ext. 2223 with any questions. Thank you for your prompt attention to this matter.

Thank You-

Stacia Hood
Principal's Secretary
Montclair Elementary School

DRAFT

SENT 1/27/15

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 336-1975 • Fax (904)336-1977

Bill Miller
Principal

Cheryl Larson
Assistant Principal

12/04/2017

Kathy Taylor
1576 Village Way
Orange Park, FL 32073

Mrs. Taylor-

This letter is to inform you that check # 128, dated 11/01/2017 has been returned from your bank due to insufficient funds. Per the parent/student handbook, Montclair will no longer be able to accept checks from you until the outstanding amount is taken care of. Please bring cash or certified funds to the front office to avoid further fees.

You may contact me at 904-336-1984 with any questions. Your prompt attention to this matter is appreciated.

Thank You-

Stacia Hood
Principal's Secretary
Montclair Elementary School

CC: Bill Miller, Principal

SENT 12/4/17

DRAFT

Montclair Elementary School

2398 Moody Avenue
Orange Park, Florida 32073
Phone (904) 336-1975 • Fax (904)336-1977

Bill Miller
Principal

Cheryl Larson
Assistant Principal

05/31/2018

Amy Mays
2232 Gabriel Drive
Orange Park, FL 32073

Mrs. Mays-

This letter is to inform you that check # 2831, dated 05/22/2018 was returned due to insufficient funds. Per the parent/student handbook we will no longer be able to accept checks from you until this matter is taken care of. Please bring cash or certified funds to the front office of the school to avoid further fees. I appreciate your prompt attention to this matter.

If you have any questions you may contact me at 904-336-1984.

Thank You-

Stacia Hood
Principal's Secretary
Montclair Elementary School

CC: Bill Miller, Principal

DRAFT

SENT 5/21/18

November 5, 2020 - Regular School Board Meeting

Title

C12 - Deletion of Certain Items Report - October, 2020

Description

The items listed have been surveyed by the Coordinator of Property Control, at the request of the Cost Center Property Manager, and the recommended disposition is noted. These items are either obsolete, unusable or beyond economical repair. These items should be removed from active inventory and disposed of in the manner indicated. Deletions are for property items received in the month of September, 2020.

Gap Analysis

N/A

Previous Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05.

Expected Outcomes

Tangible Personal Property shall be controlled and supervised from acquisition through transfer or disposal. Disposal of property shall be in accordance with Section 274.05, Florida Statutes. All deletions of items with a value of $1,000.00 or more will be approved by The School Board of Clay County prior to disposition - School Board Policy Section 5.03C.

Strategic Plan Goal

Goal 2: Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Approve Deletion of Certain Items Report - October, 2020 as submitted.

Contact

Dr. Susan Legutko,
Assistant Superintendent for Business Affairs
(904)-336-6721
susan.legutko@myoneclay.net

Financial Impact

Provides additional storage space and eliminates the need to account for unusable property. Reduces the dollar value of Tangible Personal Property.

Review Comments

Attachments

Deletion Report-October, 2020.pdf

DRAFT

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 10/31/2020

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
LCTN	**0261**	**DOCTORS INLET ELEMENTARY**					
Surplus Sale	00016085	KETTLE:STEAM 40 GAL	Furniture,Fixtures & Equipment	11/22/1977	10/01/2020	2,657.50	2,657.50
						2,657.50	**0.00**
LCTN	**0341**	**CLAY HIGH SCHOOL**					
Surplus Sale	10001465	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	06/29/2010	10/01/2020	1,070.64	1,070.64
						1,070.64	**2,657.50**
LCTN	**0352**	**LAKESIDE ELEMENTARY**					
Junk/Parts	00072226	BOX:PRECISION MILK STAINLESS W	Furniture,Fixtures & Equipment	02/22/2001	10/01/2020	4,320.00	4,320.00
						4,320.00	**1,070.64**
LCTN	**0361**	**ORANGE PARK JUNIOR HIGH**					
Surplus Sale	09000704	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	06/11/2009	10/01/2020	1,070.64	1,070.64
Surplus Sale	11000288	LAPTOP: DELL LATITUDE E6410	Furniture,Fixtures & Equipment	10/07/2010	10/01/2020	1,070.64	1,070.64
Surplus Sale	11000289	LAPTOP: DELL LATITUDE E6410	Furniture,Fixtures & Equipment	10/07/2010	10/01/2020	1,070.64	1,070.64
						3,211.92	**6,461.28**
LCTN	**0391**	**MIDDLEBURG HIGH SCHOOL**					
Junk/Parts	00075334	PACER:LARGE RIFTON K503	Furniture,Fixtures & Equipment	05/24/2001	10/01/2020	1,315.00	1,315.00
Junk/Parts	00081009	CHAIR:POSITIONING - RIFTON R64	Furniture,Fixtures & Equipment	11/25/2003	10/01/2020	1,377.00	1,377.00
Junk/Parts	00094393	PLOTTER: DESIGNJET T1100PS 44	Furniture,Fixtures & Equipment	08/09/2007	10/01/2020	5,858.00	5,858.00
						8,550.00	**3,762.64**
LCTN	**0431**	**RIDGEVIEW HIGH SCHOOL**					
Surplus Sale	00025045	SAW: RADIAL 12 " DEWALT"	Furniture,Fixtures & Equipment	07/15/1980	10/01/2020	1,273.86	1,273.86
Junk/Parts	00070185	BALANCE:OHAUS ANALYTICAL	Furniture,Fixtures & Equipment	04/06/1998	10/01/2020	1,674.40	1,674.40
Junk/Parts	13000155	TRAINING: SPEEDSTATION 64 SYS	Furniture,Fixtures & Equipment	09/13/2012	10/01/2020	8,093.70	7,900.99
Junk/Parts	AV004649	DVD SET: FAILURE IS NOT AN OPT	Audiovisual	04/26/2007	10/01/2020	1,069.20	0.00
						12,111.16	**16,707.25**
LCTN	**0471**	**ROBERT M PATERSON ELEMENTARY**					
Surplus Sale	00068110	CAMCORDER:PANASONIC AG-196	Furniture,Fixtures & Equipment	03/30/1999	10/01/2020	1,013.00	1,013.00
Junk/Parts	00084213	CHASSIS/MONITOR/KEYBOARD - APP	Furniture,Fixtures & Equipment	06/09/2005	10/01/2020	1,175.90	1,175.90
Surplus Sale	10000098	CAMCORDER: MINI DV-PANASONIC A	Furniture,Fixtures & Equipment	10/22/2009	10/01/2020	1,199.00	1,199.00
Surplus Sale	10000259	MIXER: VIDEO EDIROL V-8 W/EFFE	Furniture,Fixtures & Equipment	02/25/2010	10/01/2020	1,797.00	1,797.00
						5,184.90	**3,387.90**

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Clay County Public Schools
Monthly Deletion Report
For Month Ending: 10/31/2020

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
LCTN	**0481**	**LAKE ASBURY JUNIOR HIGH**					
Surplus Sale	00084689	SCRUBBER:TRACTION DRIVE BATTER	Furniture,Fixtures & Equipment	06/23/2005	10/01/2020	4,008.20	4,008.20
						4,008.20	**1,797.00**
LCTN	**0491**	**WILKINSON ELEMENTARY**					
Surplus Sale	00071826	BURNISHER:20 " MINUTEMAN W/CHA	Furniture,Fixtures & Equipment	01/09/2003	10/01/2020	3,328.00	3,328.00
						3,328.00	**4,008.20**
LCTN	**0511**	**MCRAE ELEMENTARY**					
Junk/Parts	00055142	POSTERMAKER XL W/CASE	Furniture,Fixtures & Equipment	05/22/1997	10/01/2020	4,174.95	4,174.95
						4,174.95	**3,328.00**
LCTN	**0521**	**FLEMING ISLAND ELEMENTARY**					
Junk/Parts	00075851	ENLARGER:CLOSED SCREEN VIDEO C	Furniture,Fixtures & Equipment	04/12/2001	10/01/2020	3,380.00	3,380.00
						3,380.00	**4,174.95**
LCTN	**0531**	**THUNDERBOLT ELEMENTARY**					
Surplus Sale	00073975	EXTRACTOR:PORTABLE CARPET W/AT	Furniture,Fixtures & Equipment	06/29/2000	10/01/2020	1,695.00	1,695.00
Junk/Parts	00092883	LAMINATOR: HEATSEAL ULTIMA - G	Furniture,Fixtures & Equipment	09/27/2007	10/01/2020	1,659.75	1,659.75
						3,354.75	**5,075.00**
LCTN	**0621**	**OAKLEAF VILLAGE ELEMENTARY**					
Junk/Parts	13000243	COPIER: COLOR - RICOH MPC4502	Furniture,Fixtures & Equipment	11/29/2012	10/01/2020	5,129.00	4,823.70
						5,129.00	**1,659.75**
LCTN	**7005**	**CLAY VIRTUAL - ACADEMY**					
Junk/Parts	13000602	COPIER: COLOR - RICOH MPC4502	Furniture,Fixtures & Equipment	06/20/2013	10/01/2020	5,535.00	4,744.29
						5,535.00	**4,823.70**
LCTN	**9003**	**DEPT OF INST RESOURCES STEM**					
Surplus Sale	14001252	LAPTOP: APPLE MACBOOK AIR MD76	Furniture,Fixtures & Equipment	02/13/2014	10/01/2020	1,232.00	1,232.00
						1,232.00	**4,744.29**
LCTN	**9010**	**TRANSPORTATION**					
Surplus Sale	B0000728	BUS: SCHOOL 47 PASSENGER 2010	Motor Vehicles	06/25/2009	10/01/2020	99,771.08	99,771.08
						99,771.08	**1,232.00**
LCTN	**9021**	**MAINTENANCE DEPARTMENT**					
Surplus Sale	00023112	JACK:POWER, ELECTRIC YALE	Furniture,Fixtures & Equipment	01/15/1987	10/01/2020	2,000.00	2,000.00
Surplus Sale	00045785	TRUCK PALLET LOW LIFT-YELLOW/O	Furniture,Fixtures & Equipment	05/31/1989	10/01/2020	2,995.00	2,995.00

DRAFT

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 10/31/2020

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
						4,995.00	**101,771.08**
LCTN	**9040**	**INFORMATION SERVICES**					
Surplus Sale	17000447	LAPTOP - DELL LATITUDE 7370	Furniture,Fixtures & Equipment	02/23/2017	10/01/2020	1,082.95	842.29
						1,082.95	**2,995.00**
LCTN	**9050**	**BUSINESS AFFAIRS DIVISION**					
Surplus Sale	11000885	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	04/14/2011	10/01/2020	1,070.64	1,070.64
Surplus Sale	12000387	LAPTOP - DELL LATITUDE E6420	Furniture,Fixtures & Equipment	12/15/2011	10/01/2020	1,060.43	1,060.43
						2,131.07	**1,912.93**
LCTN	**9110**	**FOOD & NUTRITION SERVICES**					
Surplus Sale	00085271	CONTAINER:HEATED STORAGE - ALT	Furniture,Fixtures & Equipment	06/28/2006	10/01/2020	2,042.28	2,042.28
Surplus Sale	00085704	CONTAINER:THERMAL - ALTO SHAAM	Furniture,Fixtures & Equipment	06/09/2005	10/01/2020	2,023.32	2,023.32
Surplus Sale	14001232	CART: TRANSPORT CARTER-HOFFMAN	Furniture,Fixtures & Equipment	02/27/2014	10/01/2020	3,012.00	2,294.86
Surplus Sale	14001233	CART: TRANSPORT CARTER-HOFFMAN	Furniture,Fixtures & Equipment	02/27/2014	10/01/2020	3,012.00	2,294.86
						10,089.60	**7,420.89**

Total Furniture	Total Vehicles	Total Audio Visual	Total Software	Totals for Deletion Report	
84,477.44	**99,771.08**	**1,069.20**	**0.00**	**185,317.72**	**178,990.00**

Note: SEPTEMBER 2020 DELETIONS

Disposal Method Descriptions:

JUNK/PARTS - Part(s) of an asset are used and remainder of part(s) are sold, recycled or disposed

TRADE-IN - Vendor issues a credit towards a new purchase

THEFT/VANDALISM - Items stolen or broken (police report attached)

MISSING - Items lost and are not found during property inventory (Annually)

SURPLUS SALE - Items that are outdated, not working or obsolete. Items are either sold, recycled or disposed

ENTERED IN ERROR- Not used

TRANSFER/DONATION - From Clay County District to an Outside Agency (Approved by Board or Superintendent)

DESTROYED - Fire/Natural Disaster, etc.

THRESHOLD (ex. $750 TO $1000)

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C13 - Change Order #1 for Clay High School Security Lighting Repair/Replacement

Description

Change Orders are initiated by the Contractor, Architect/Engineer or owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This Change Order is for additional fixtures and extension of time needed due to the delay in material procurement caused by Covid-19. The additional time requested is one hundred eighty-four (184) calendar days to achieve Substantial Completion making the new Substantial Completion date March 21, 2021.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will completed by the new Final Completion date, May 5, 2021.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, effective environment for Clay County students.

Recommendation

Approve Change Order #1.

Contact

Bryce Ellis, Interim Assistant Superintendent of Operations, (904) 336-6853, bryce.ellis@myoneclay.net Jeffery Marks, Project Manager, (904) 336-6821, jeffery.marks@myoneclay.net

Financial Impact

This Change Order will increase the contract amount by $8,589.51. Architect fees will increase by $730.11 as a result of this Change Order. These funds are available and budgeted in the Educational Facilities Plan.

Review Comments

Attachments

Change Order #1 for Clay High School Security Lighting Repair Replacement.pdf

DRAFT

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Security Lighting Repair/Replacement at Clay High 2025 Highway 16 W. Green Cove Springs, FL 32043	Contract For: Security Lighting Repair / Replacement at Clay High School Date: June 9, 2020	Change Order Number: 001 Date: October 2, 2020
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
The School District of Clay County 900 Walnut Street Green Cove Springs, FL 32043	Haddad Engineering, Inc. 3030 Hartley Road, Suite 290 Jacksonville, FL 32257	T&M Electric of Clay County, LLC 200 College Drive Orange Park, FL 32065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Request for additional fixtures, and extension of time needed One hundred eighty-four (184) additional calendar days to achieve substantial completion due to delay in material procurement caused by Covid-19 making the new substantial completion date March 21, 2021 (Attached backup letter).

The original Contract Sum was	$ 60,712.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 60,712.00
The Contract Sum will be increased by this Change Order in the amount of	$ 8,589.51
The new Contract Sum including this Change Order will be	$ 69,301.51

The Contract Time will be increased by One hundred eighty-four (184) days.
The new date of Substantial Completion will be March 21, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Haddad Engineering, Inc.	T&M Electric of Clay County, LLC	School District of Clay County
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Namir Haddad		
SIGNATURE	SIGNATURE	SIGNATURE
Namir Haddad, President	James E. Linton, President	Carol Studdard, Board Chair
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-2-2020	10-7-2020	
DATE	DATE	DATE

DRAFT

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User Notes: (3B9ADA5A)

SCHOOL BOARD OF CLAY COUNTY
CHANGE ORDER #__001___

SBCC PROJECT NAME: Security Lighting Repair/Replacement. Clay High School

SBCC PROJECT NUMBER: C-28-19/20

ADDITIONAL INFORMATION

- Provide materials to replace 15 additional fixtures on Building 7 with W1 Type light fixtures.	**$ 4,570.50**
- Provide materials to replace 2 additional pole mounted light fixtures at the front entrance of the school.	**$ 1,632.00**
- Provide labor and overhead to complete installation of 15 additional fixtures at Building 7 and 2 additional pole mounted light fixtures..	**$ 2,387.01**
TOTAL CHANGE ORDER AMOUNT:	**$ 8,589.51**

184 additional calendar days to achieve substantial completion will be required due to additional lead time on procurement of additional materials and delays in manufacturing attributed to COVID 19. The new Substantial Completion date will be March 21, 2021. The new Final Completion date will be May 5, 2021.

DRAFT

T & M ELECTRIC OF CLAY COUNTY, LLC.

200 College Drive
Orange Park, Florida 32065
State License #EC0001152
FEIN 59-2052695

Phone: (904) 272-0272 **Fax: (904) 276-7689**

TO	School Board of Clay County	**FROM**	Daniel Newton
	800 Center Street	**DATE**	October 2, 2020
	Green Cove Springs, FL 32043	**PROJECT**	Clay High School Security
ATTN	Jeffery Marks		Repair/Replacement
PHONE	904-336-6825 **FAX**		

DRAFT

Change Order Request # 1

- Provide material and labor to replace 4 additional fixtures on the front of building 7 with W1 type light fixtures as required.
- Provide material and labor to replace 5 additional fixtures on the side of building 7 with W1 type light fixtures as required.
- Provide material and labor to replace 6 additional fixtures on the rear of building 7 in the exterior corridor as required.
- Provide material and labor to replace 2 additional pole mounted light fixtures at the front entrance as required.

Item Num	Quantity	Description		Unit Price	Extended Price
1	15	W1 (PGAS-1-T4-16LC-3-4K-UNV-WM-BZ-PC-120)		$304.70	$4,570.50
2	2	S3Y Lumec RFL-270W80LED4KG2R3MHVUDMGPH9RCD		$816.00	$1,632.00
			Material		$6,202.50
			Taxes 7%		$434.18
			Labor		$590.40
			Labor Burden		$242.06
			OH&P 15%		$1,120.37
			Total		**$8,589.51**
		Labor Hours.....	22.50		
		Labor Rate $ 26.24 Per Hour			

To allow for processing of change order and procurement of light fixtures we herby request a extension of time making the substantial completion date March 21, 2021

T & M ELECTRIC OF CLAY COUNTY, LLC.

200 College Drive
Orange Park, Florida 32065
State License #EC0001152
FEIN 59-2052695

Phone: (904) 272-0272 **Fax: (904) 276-7689**

Thank you, and please feel free to call me with any questions you may have

Sincerely,

Daniel Newton
Estimator/Project Manager

DRAFT

November 5, 2020 - Regular School Board Meeting

Title

C14 - Change Order #1 for Orange Park High School HVAC Repair/Replacement (Building 4-Gymnasium)

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This Change Order is for the cost increase to replace the existing AHU-6 with a like new unit due to a failed compressor. Additional time is requested due to the delays with equipment procurement caused by Covid-19. The additional time requested is one hundred eighty-nine (189) calendar days to achieve Substantial Completion making the new Substantial Completion date February 5, 2021.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will be completed by the new Final Completion date, March 7, 2021.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, effective environment for Clay County students.

Recommendation

Approve Change Order #1.

Contact

Bryce Ellis, Interim Assistant Superintendent of Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Jeffery Marks, Project Manager, (904) 336-6821, jeffery.marks@myoneclay.net

Financial Impact

This Change Order will increase the contract amount by $15,021.00. Architect fees will increase by $1,201.68 as a result of this Change Order. These funds are available and budgeted in the Educational Facilities Plan.

Review Comments

Attachments

- Change Order #1 for Orange Park High School HVAC Repair Replacement BLDG 4.pdf

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Orange Park High School HVAC Replacement, Building 4 (Gymnasium) Orange Park, FL	Contract For: General Construction Date: 1/9/2020	Change Order Number: 001 Date: 11/5/2020
OWNER: *(Name and address)* School Board of Clay County 800 Walnut Street Green Cove Springs, FL 32043	**ARCHITECT:** *(Name and address)* H2Engineering, Inc. 114 E 5th Ave Tallahassee, FL 32303	**CONTRACTOR:** *(Name and address)* Charles Perry Partners, Inc. 8200 NW 15th Place Gainesville, FL 32606

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Cost increase to replace existing AHU-6 with a like new unit due to a failed compressor (see attached CPPI Proposed Change Order #01, PCO Breakdown, and Subcontractor Backup.) Time extension to address delays with equipment procurement due to COVID19.

The original Contract Sum was	$	938,700.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	938,700.00
The Contract Sum will be increased by this Change Order in the amount of	$	15,021.00
The new Contract Sum including this Change Order will be	$	953,721.00

The Contract Time will be increased by one hundred eighty-nine (189) days.
The new date of Substantial Completion will be 2/5/2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
H2Engineering, Inc.	Charles Perry Partners, Inc.	School Board of Clay County
SIGNATURE	SIGNATURE	SIGNATURE
Ryan L. Chewning, P.E./Principal	Brian K. Leslie, President	Carol Studdard, Board Chairman
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-8-2020		
DATE	DATE	DATE

DRAFT

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User Notes: (3B9ADA59)

SCHOOL BOARD OF CLAY COUNTY
CHANGE ORDER #__001___

SBCC PROJECT NAME: HVAC Repair/Replacement (Building 4 - Gymnasium). Orange Park High School

SBCC PROJECT NUMBER: C-5-18/19

ADDITIONAL INFORMATION

- Materials to provide a new Dx air conditioning unit to replace the existing AHU-6 unit. Labor was included in initial contract to relocate unit	**$ 4,697.00**
- Additional cost incurred due to Covid-19 delay that is facilitating the project to conduct several crucial project operations during off hours in order to accommodate school schedule	**$ 10,324.00**
TOTAL CHANGE ORDER AMOUNT:	**$ 15,021.00**

189 additional calendar days to achieve substantial completion will be required due to additional lead time on procurement of additional materials and delays in manufacturing attributed to COVID 19. The new Substantial Completion date will be February 5, 2021. The new Final Completion date will be March 7, 2021.

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CPPI
CHARLES PERRY PARTNERS, INC

construction management | design build | general contracting

Date: 10/01/2020

H2 Engineering
114 East 5th Avenue
Tallahassee, FL 32303

Attn: Mr. Ryan Chewning

RE: Proposed Change Order #01
Orange Park High School – HVAC Repair / Replacement

Dear Mr. Chewning:

Attached is a copy of our Proposed Change Order for replacing the existing AHU-6 with a like new unit due to the unit having a failed compressor. Clarifications are listed below:

Our Proposal for providing this work is fifteen thousand and twenty-one dollars 00/100 ($15,021.00).

Clarifications:

1. Includes cost for management and supervision time to cover off-hour work to coordinate with active school schedule.
2. Includes additional duration of project due to 24 instances in which after hour work will have to be utilized in order to maintain the safety and comfort for the occupants of the space. These instances include but are not limited to the following:
    a. Power shutdowns of main equipment / lighting panels to tie in temporary and permanent equipment
    b. Demolition of main sidewalk between existing chiller plant and gymnasium
    c. Installation of equipment and / or ancillary materials in proximity to occupied spaces
    d. Crane utilization to hoist roof mounted equipment over portable units a walkways
3. Includes material only quote to provide new Dx unit to replace AHU-6. Labor to relocate unit was already accounted for in relocating the existing unit.
4. This proposed change order constitutes a revised substantial completion date of February 5, 2021.

We appreciate the opportunity to provide you with this proposal.

Sincerely,
Charles Perry Partners, Inc.

Ramsey Grissom
Assistant Project Manager

DRAFT

12926 GRAN BAY PARKWAY WEST, SUITE 205, JACKSONVILLE, FL 32258 | PHONE: (904) 886-9902 FAX: (904) 886-9903
www.cppi.com

CHARLES PERRY PARTNERS, INC.
Proposed Change Order #01
Orange Park High School - HVAC Replacement / Renovation
2300 Kingsley Ave
Orange Park, FL 32073
October 1, 2020

CPPI
CHARLES PERRY PARTNERS, INC

Item No.	DESCRIPTION	QTY	UNIT	LABOR U/P	LABOR AMOUNT		MATERIAL U/P	MATERIAL AMOUNT	SUBCONTRACTOR U/P	SUBCONTRACTOR AMOUNT	Totals by Line	Subtotals
	STAFFING COSTS	5	wk	1.2	months							
	Field Employees											
1	Project Manager	3	hrs	$ 125.00	1875.00	**1875.00**	0	0.00	0	0.00	1,875.00	
2	Superintendent	12	hrs	$ 95.00	5700.00	**5700.00**	0	0.00	0	0.00	5,700.00	
3	Barricades & Safety Equipment	0	ls	0	0.00	**0.00**	0	300.00	0	0.00	300.00	
4	Site Security & Watchmen	0	ls	0	0.00	**0.00**	0	415.00	0	0.00	415.00	
5	Temporary Toilets	2	mo	0	0.00	**0.00**	0	320.00	0	0.00	320.00	
	SUBCONTRACTOR COSTS											
	DIV. 33 - HVAC											
6	WW GAY Mechanical - SCO 01	0	ls	0	0.00	**0.00**	0	4697.00	0	0.00	4,697.00	
	SUBTOTAL				7575.00			5732.00			**13,307.00**	13,307.00
	Burden & Taxes			0.00%	0.00		0.00%	0.00			0.00	
	OH&P	10.0%									1,330.70	
	Insurance	1.30%									190.29	
	SUBTOTAL										**14,827.99**	
	P&P Bond										192.71	
	TOTAL										**$15,021.00**	

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SUB BACKUP

DRAFT

W.W. GAY MECHANICAL CONTRACTOR, INC.
524 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204-2500
PHONE (904) 388-2696 • FAX (904) 389-4901
Mechanical CMC-008140 • Plumbing CFC-019184

September 29, 2020

Charles Perry Partners Inc.
12740 Gran Bay Parkway West Suite 2310
Jacksonville, Florida 32258

Attn: Mr. Ramsey Grissom

Re: **Orange Park High School**
Gymnasium/Building 4 HVAC Project
AHU-6 /CU-6 Replacement

Mr. Grissom,

W. W. Gay Mechanical Contractor, Inc. is pleased to provide a quote to furnish all labor, materials and equipment to remove and install existing roof mounted HVAC equipment serving Gymnasium/Building 4, per Request. Small HVAC equipment will require composite labor to power equipment. All work will be completed as per plans and specifications provided except for AHU-6/CU-6 replacement.

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Included Items:

- Provide labor and material to remove and replace existing HVAC equipment.
- Provide HVAC DX split equipment (Trane See attached submittal).
- Receiving, unloading, storage and transportation of HVAC equipment.
- Provide all required refrigerant piping labor and materials.
- Provide all required insulation labor and materials.
- Provide all required control work labor and materials.
- Crane and rigging services as required.
- Clean up work area when work is completed.

Excluded Items:

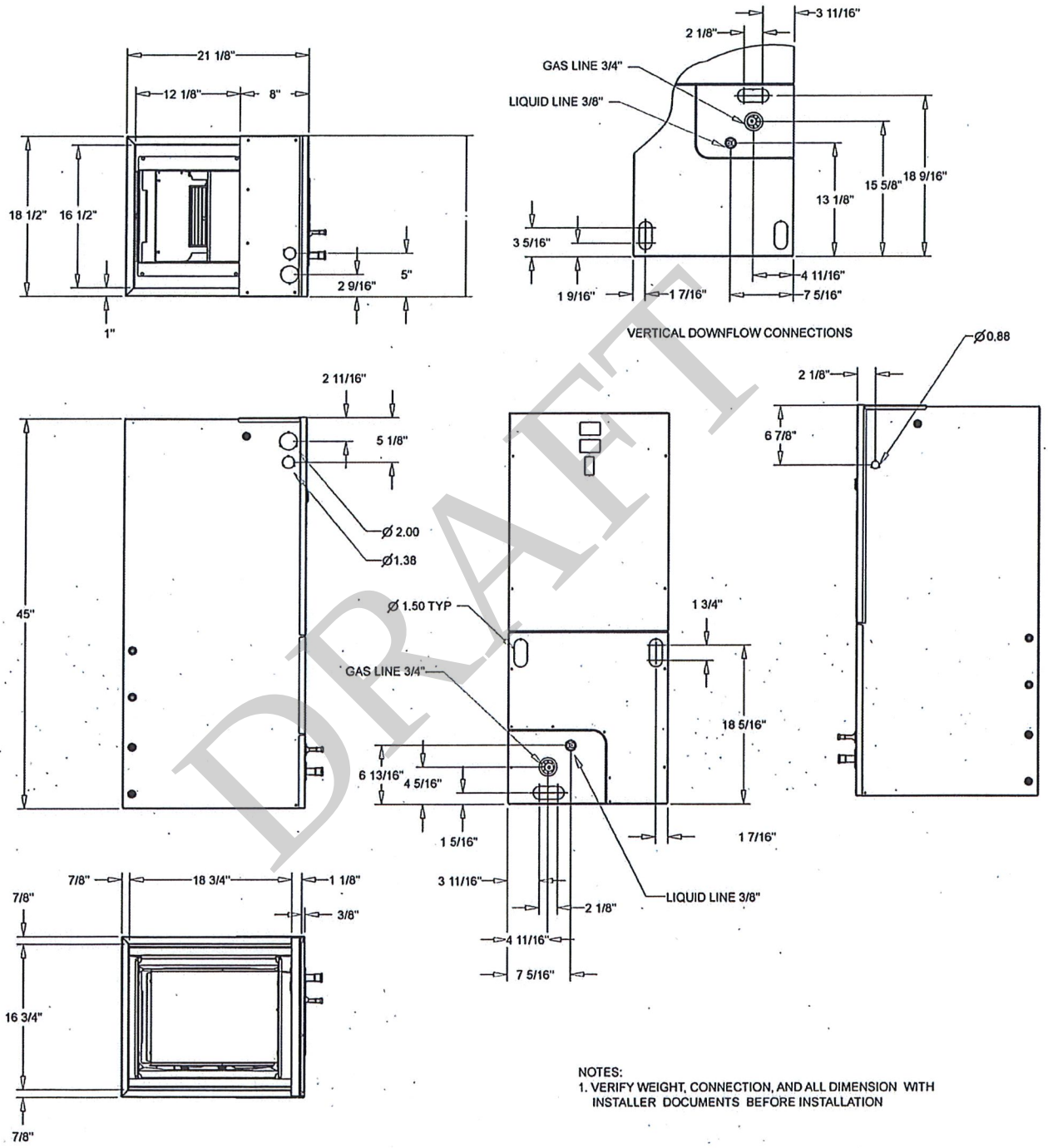
- Any required High Voltage Electrical work.
- Any required Low Voltage Fire Alarm work.

We are pleased to quote you the above-mentioned project at **Four Thousand Six Hundred Ninety-Seven Dollars and no cents** ($ 4,697.00).

W.W. Gay Mechanical Contractor, Inc. appreciates the opportunity of providing you with the above-mentioned proposal. If you have any questions, please call me at 904-394-7956.

Thank you,
W. W. Gay Mechanical Contractor, Inc.

Ted Williamson
Project Manager



NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

AIRHANDLER
DIMENSIONAL DRAWING

DRAFT

Unit Dimensions - Split System Air Conditioning Units (Small)
Item: A1 Qty: 1

ELECTRICAL / GENERAL DATA

GENERAL (1)(2)(4)	
Model:	
Unit Primary Voltage:	208
Unit Secondary Voltage:	230
Unit Hertz:	60
Unit Phase:	1

STANDARD (5)	
230 Volt / 208 Volt	
Minimum Circuit Ampacity:	3.0/3.0
Maximum Overload Protection:	15.0/15.0

ELECTRIC HEAT	
240 Volt / 208 Volt	
Capacity Circuit #1:	7.68/5.76
Capacity Circuit #2:	N/A
Capacity Circuit #3:	N/A
# of Circuit:	1
Phase:	1
Heater Amps Per Circuit Circuit #1:	32.0/27.7
Heater Amps Per Circuit Circuit #2:	N/A
Heater Amps Per Circuit Circuit #3:	N/A
Minimum Circuit Ampacity Circuit #1:	43.0/38.0
Minimum Circuit Ampacity Circuit #2:	N/A
Minimum Circuit Ampacity Circuit #3:	N/A
Maximum Overload Protection Circuit #1:	45.0/40.0
Maximum Overload Protection Circuit #2:	N/A
Maximum Overload Protection Circuit #3:	N/A

INDOOR MOTOR (1)	
Number:	1
Horsepower:	0.5
Motor Speed (RPM):	1075
Phase:	1
Full Load Amps:	2.6
Locked Rotor Amps:	-

REFRIGERANT	
Type:	R-410A
REF. Line Connections	7/8"
Coupling or Conn. Size - Gas:	3/8"
Coupling or Conn. Size - Liq.:	

FILTERS (3)	
Type:	Remote filter
Furnished:	No
Number:	-
Recommended:	-

Weights	
Shipping:	
Net:	

NOTES:

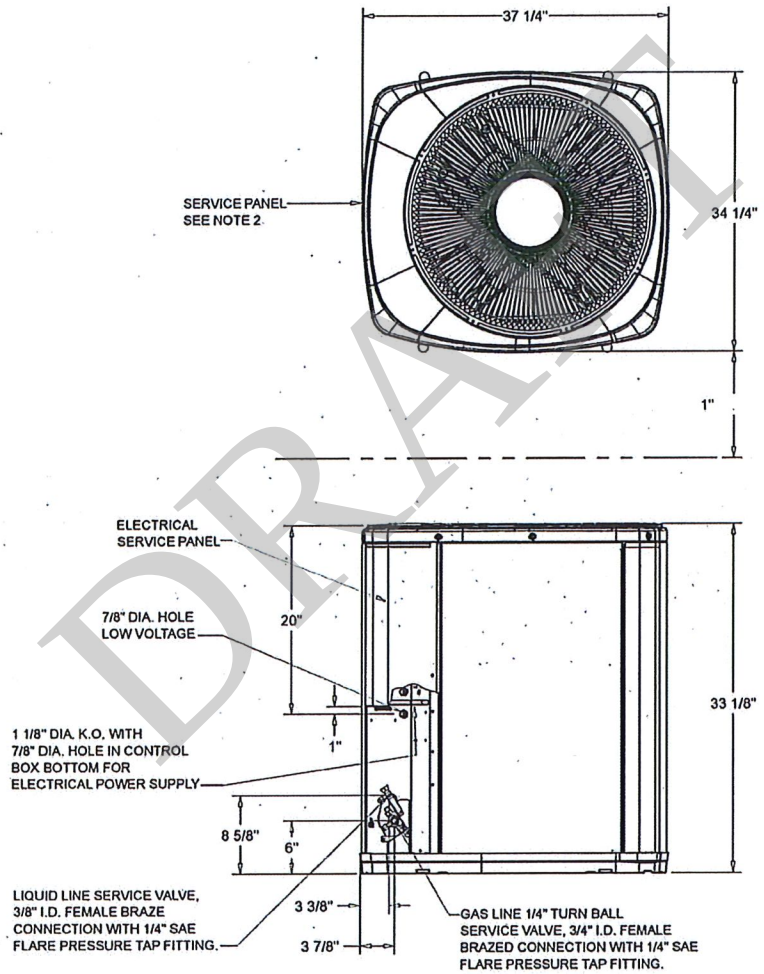
1. These air handlers are a.r.i. certified with various split system air conditioners and heat pumps (ari standard 210/240). refer tothesplit system outdoor unit product data guides for performance data.
2. 3/4" male plastic pipe (ref.: astm 1785-76)
3. Minimum filter size for horizontal applications will be based on airflow selection and will be calculated as follows:
   low velocity filter: face area (sq. ft.) = cfm / 300
   high velocity filter: face area (sq. ft.) = cfm / 500
4. For customer ease of filter maintenance, it is recommended that a properly sized, remote filter and grille be installed for horizontal applications. airflow should not exceed the face value of the filter being used
5. Standard mca and mop without electric heat.

DRAFT

Unit Dimensions - Split System Air Conditioning Units (Small)

Item: A1 Qty: 1

NOTES
1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.
3. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



DRAFT

HEAT PUMP CONDENSER - 4TWR4060

DIMENSIONAL DRAWING

Unit Dimensions - Split System Air Conditioning Units (Small)
Item: A1 Qty: 1

ELECTRICAL / GENERAL DATA

GENERAL		POWER CONN.		COMPRESSOR	
Model:	4TWR4036	Minimum Circuit Ampacity:	18.0	Number:	1
Unit Primary Voltage:	208	Maximum Circuit Breaker:	30.0	Phase:	1
Unit Secondary Voltage	230	Minimum Protection Rating:	30.0	Rated Load Amps:	14.1
Unit Hertz:	60			Locked Rotor Amps:	72.2
Unit Phase:	1				

OUTDOOR MOTOR	
Number:	1
Horsepower:	0.20
Motor Speed (RPM):	-
Phase:	1
Full Load Amps:	0.64
Locked Rotor Amps:	-

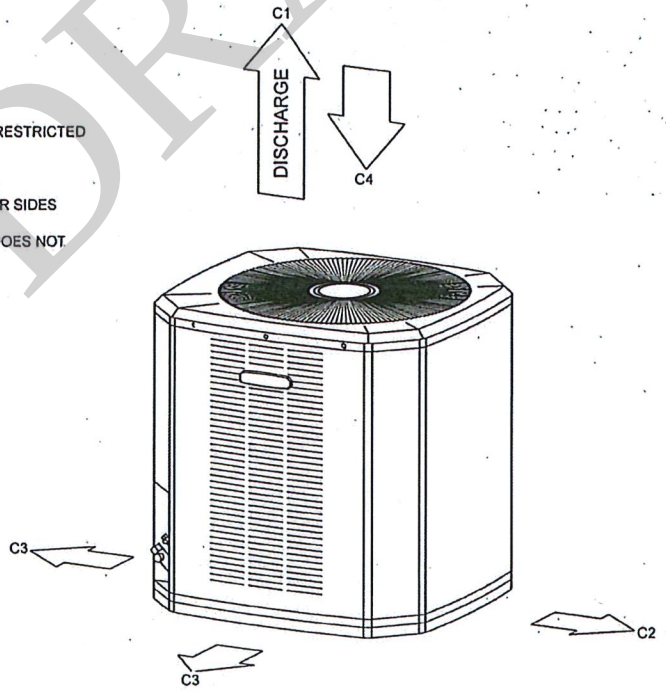
REFRIGERANT	
Type:	R-410
Charge:	7.1 lb
Line Size O.D. Gas:	3/4"
Line Size O.D. LIQ:	3/8"

NOTES:
1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240.
2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses.
3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line. For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0
4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.

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WEIGHT	
SHIPPING:	248.0 lb
NET:	216.0 lb

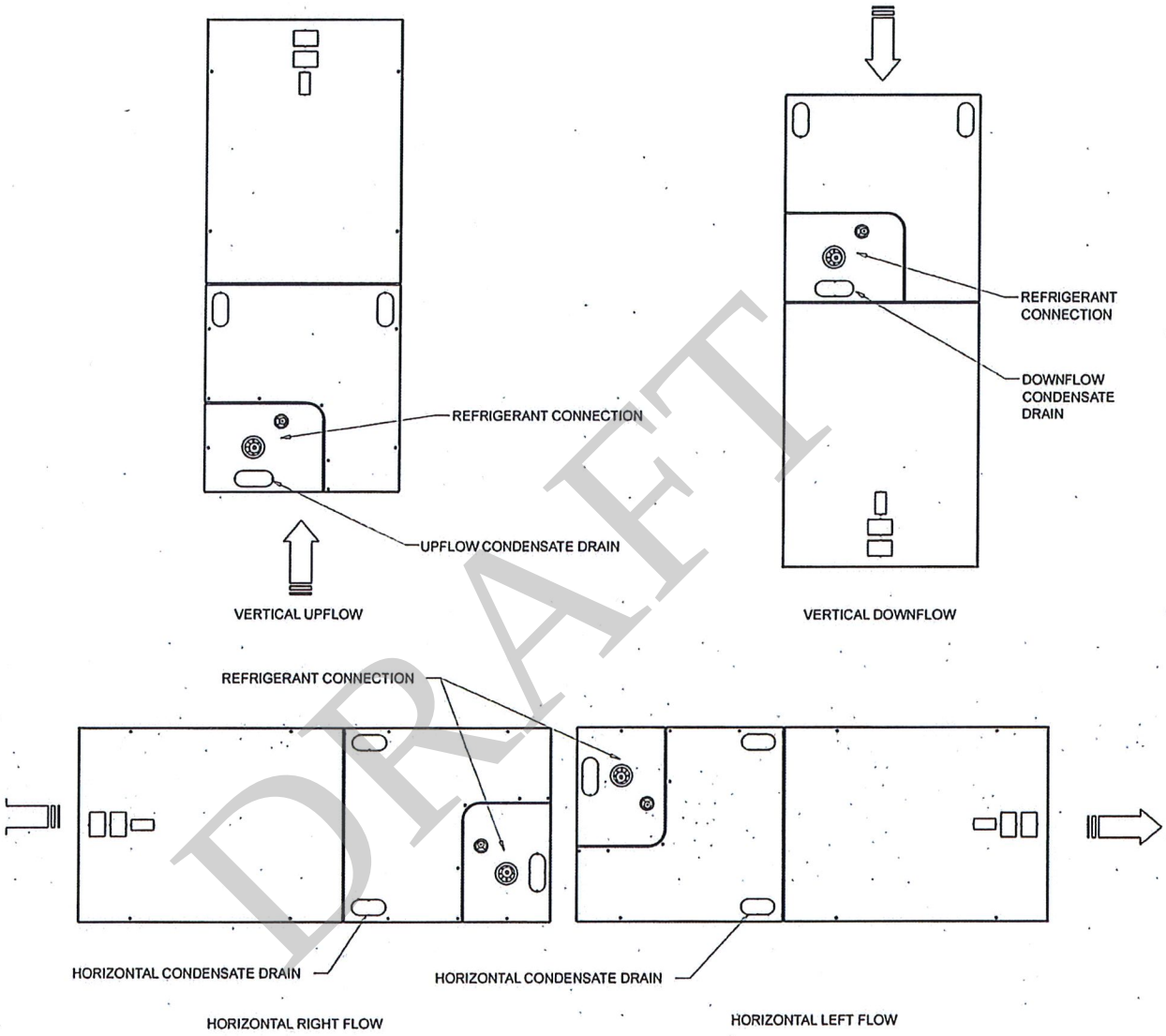
NOTES:
C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



WEIGHT AND CLEARANCE

Weight, Clearance & Rigging Diagram - Split System Air Conditioning Units (Small)

Item: A1 Qty: 1



DRAFT

NOTES
1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

MINIMUM UNIT CLEARANCE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED)
SIDE	0	2"
FRONT	0	21"
BACK	0	0
INLET DUCT	0	1"
OUTLET DUCT	1"	0
CLEARANCE NOTES: * 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN ELECTRIC HEATERS ARE INSTALED 0" AFTER THE FIRST <<36.00~LN>>		

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS**

OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the

Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

November 5, 2020 - Regular School Board Meeting

Title

C15 - Change Order #1 for District Office Renovation/Remodel Building 1 West End

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This change order is for changes of scope and to address existing unforeseen conditions.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Change Order # 1.

Contact

Bryce Ellis, Interim Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

This change order will increase the contract amount by $26,611.36. Architect fees will increase by $2,261.97 as a result of this change order. These funds are available and budgeted in the Educational Facilities Plan.

Review Comments

Attachments

DO Renovation.Remodeleling Bldg. 1 CO 1.pdf

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* District Operations Bldg 1 West Remodel Project 191003/CCSB C-30-19/20	**CONTRACT INFORMATION:** Contract For: General Construction Date: 6/25/2020	**CHANGE ORDER INFORMATION:** Change Order Number: 1 Date: 11/5/2020
OWNER: *(Name and address)* Clay County School Board 900 Walnut St, Green Cove Springs, FL 32043	**ARCHITECT:** *(Name and address)* Brian Boatright Architect, Inc. 914 Plainfield Ave, Orange Park, FL 32073	**CONTRACTOR:** *(Name and address)* Thomas May Construction Co, Inc. 310 College Dr, Orange Park, FL 32065

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order 1 is to address unforeseen conditions and owner requested changes- see attached Change Order Proposal (COP) summary.

The original Contract Sum was	$	199,500.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	199,500.00
The Contract Sum will be increased by this Change Order in the amount of	$	26,611.36
The new Contract Sum including this Change Order will be	$	226,111.36

The Contract Time will be increased by Twenty (20) days.
The new date of Substantial Completion will be November 7th, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brian Boatright Architect, Inc. **ARCHITECT** *(Firm name)*	Thomas May Construction Co., Inc. **CONTRACTOR** *(Firm name)*	Clay County School Board **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Brian O. Boatright, President **PRINTED NAME AND TITLE**	Keith Ward, President **PRINTED NAME AND TITLE**	Carol Studdard, Board Chair **PRINTED NAME AND TITLE**
11/5/2020 **DATE**	11/5/2020 **DATE**	11/5/2020 **DATE**

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User Notes:

(3B9ADA43)

District Operations Office Building 1 West End Remodel **CHANGE ORDER 1**

Change Order Proposal (COP) 1			
Move diffuser in hall/re-route existing condensate line	$	959.87	1 days
Change Order Proposal (COP) 2			
Change lights to 2x2 to avoid joists, add switch for Rm 104	$	1,707.36	1 days
Change Order Proposal (COP) 3			
Replace paneling in Rm 111 with GWB	$	532.61	1 days
Change Order Proposal (COP) 4			
Construction Change Directive 2 (kitchenette in Rm 152)			
Note five (5) days included for COVID protocol delay	$	20,359.01	12 days
Change Order Proposal (COP) 5			
Install missing header in existing window in Rm 101	$	3,052.51	5 days
TOTAL CHANGE ORDER COST	**$**	**26,611.36**	**20 days**

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November 5, 2020 - Regular School Board Meeting

Title

C16 - Pre-Qualification of Contractors

Description

Section 1013.46 of Florida Statutes requires School Boards to pre-qualify contractors prior to their being able to bid on construction projects for the district. The rules for pre-qualification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their pre-qualification status. Per Florida Statutes, only those contractors currently pre-qualified at the time of bidding may bid on a School Board construction project.

Gap Analysis

Contractor Pre-Qualification is an annual requirement.

Previous Outcomes

CCDS complies with contractor pre-qualification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

Expected Outcomes

CCDS will remain in compliance by certifying the contractors recommended for pre-qualification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the attached Contractor Pre-qualification list.

Contact

Bryce Ellis, Interim Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

- Table for Board Backup Contractor Prequal, 11.5.20.pdf

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SBCC PRE-QUALIFIED CONTRACTORS

The following contractors are being submitted to the School Board for Contractor Pre-Qualification approval having met all requirements of Chapter 1013.46 F. S., as determined by the Pre-Qualification Committee consisting of Bryce Ellis, Phil Hans, Bertie Staefe, Chris Deely-Isais and Janice Kerekes. The pre-qualification certification is valid for one year from the end of the month in which Board approval is obtained.

COMPANY	TRADE CATEGORY	BOND LIMIT	EXPIRATION DATE
Centerline Contracting, Inc.	General, Roofing and Underground Utility & Ex	$5,000,000.00	November 30, 2021
Charles Perry Partners, Inc.	General Contractor	$300,000,000.00	November 30, 2021
Citory Solutions, LLC	Building Contractor	$1,000,000.00	November 30, 2021
E. Vaughan Rivers, Inc.	General Contractor	$25,000,000.00	November 30, 2021
F&G Construction General Contractors, Inc.	General Contractor	$10,000,000.00	November 30, 2021
Gray Construction Services, Inc.	General Contractor	$15,000,000.00	November 30, 2021
Network Cabling Services, Inc.	Specialty Electrical Contractor	$2,000,000.00	November 30, 2021
Scorpio	General Contractor	$50,000,000.00	November 30, 2021
STG Contracting Group, Inc.	General	$20,000,000.00	November 30, 2021
Southern Roofing Company, Inc.	General and Roofing Contractor	$3,000,000.00	November 30, 2021
Wright Plumbing of Clay County, Inc.	Building and Plumbing Contractor	$300,000.00	November 30, 2021

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November 5, 2020 - Regular School Board Meeting

Title

C17 - Project Priority List (P.P.L.) to Identify Eligible Projects for C.O. & D.S. Expenditures

Description

Per SREF Section 2.1(5)(d), the P.P.L. reflects projects that will be utilizing C.O. & D.S. funding. Without their listing on the P.P.L., they are not eligible for expenditure.

Gap Analysis

C.O. & D.S. funds are proceeds from tax on motor vehicle licenses. Projects utilizing these funds must be recommended in the Education Plant Survey and listed on the Project Priority List (P.P.L.).

Previous Outcomes

C.O. & D.S. funds were expended on 2019/20 Educational Facilities Plan.

Expected Outcomes

Expend C.O. & D.S. funds on the schools as shown on the attached list.

Strategic Plan Goal

Ensure effective management of the organization, operations and facilities to maximize the use of resources and promote a safe, efficient and effective learning environment for Clay County Students.

Recommendation

Approve the P.P.L.

Contact

Bryce Ellis, Interim Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
James Fossa, Coordinator of Planning and Intergovernmental Affairs (904) 336-6849, james.fossa@myoneclay.net

Financial Impact

This action allows for eligibility. The action has no impact unto itself. Project funding will be approved in the Educational Facilities Plan.

Review Comments

Attachments

PPL 11.5.20.pdf

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Survey - Project Priority List

ORGANIZATION: 10 - CLAY COUNTY SCHOOL DISTRICT

PPL Status: In Progress

Board Approval Date: 11/05/2020

Project Priority List Number:

Add comment:

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Recommendation Details

Project Number	Priority Rank	Facility	Survey Number	Version Number	Capital Outlay	Grades	Description	Total Cost
18	A	LAKE ASBURY ELEMENTARY	6	2	C-1	PK - 06	New Construction: Adding 6 units of INTERMEDIATE/MIDDLE CLASSROOM (4-8) (858 NSF... View	$3,859,704.00

Building	Construction Type	Priority Year
Entire Facility-LAKE ASBURY ELEMENTARY	**New Construction**	**2018 - 2019**

Design added

# of Spaces	Design	NSF	Station Count
6	2-INTERMEDIATE/MIDDLE CLASSROOM (4-8)	5,148	22
	808-MATERIAL STORAGE	600	
	811-OUTSIDE STORAGE	300	
	815-STUDENT RESTROOM (MALE)	0	
	816-STUDENT RESTROOM (FEMALE)	0	
2	60-E S E PRE-K	950	5
	808-MATERIAL STORAGE	200	
	813-STUDENT STORAGE	80	
	817-STUDENT RESTROOM & BATH	220	
1	61-E S E PART-TIME	975	15
	808-MATERIAL STORAGE	100	
	813-STUDENT STORAGE	40	
	815-STUDENT RESTROOM (MALE)	0	
	816-STUDENT RESTROOM (FEMALE)	0	
1	62-E S E FULL-TIME	950	10
	808-MATERIAL STORAGE	100	
	813-STUDENT STORAGE	40	
	815-STUDENT RESTROOM (MALE)	0	
	816-STUDENT RESTROOM (FEMALE)	0	
	817-STUDENT RESTROOM & BATH	110	
1	50-ART - ELEMENTARY	1,110	0
	808-MATERIAL STORAGE	100	
	812-PROJECT STORAGE	150	
1	55-MUSIC - ELEMENTARY	1,560	0
	806-REFERENCE	100	
	808-MATERIAL STORAGE	100	
	831-MUSIC PRACTICE ROOM	70	

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November 5, 2020 - Regular School Board Meeting

Title

C18 - School Concurrency Proportionate Share Mitigation (PSM) Development Agreement for Feed Mill Road Holdings LLC. (Avonlea Hills Project in the Lake Asbury Area)

Description

In August of 2020, representatives from Feed Mill Road Holdings LLC contacted the Clay County School Board's Planning department seeking approval to increase their Avonlea Hills project by 20 home lots, 754 to 774. It was determined "inadequate capacity (student stations) at Lake Asbury Elementary School and contiguous elementary schools" specifically, four (4) students stations.

In accordance with the Clay County Interlocal Agreement for Coordinated Planning (CCIA), to remedy the issue, a PSM agreement may be entered into between the School Board and the developer. Negotiations between the School Board's Planning department and Feed Mill Road Holdings LLC in accordance CCIA's calculation methodology, resulted in a mutually agreeable resolution. The sum of $93,500.00 would be paid to the School Board's impact fee account to mitigate the capacity deficit. In return, the School District would ensure sufficient capacity to accommodate the elementary students generated by the Avonlea Hills project.

Gap Analysis

No action would result in a School Board Concurrency Reservation denial letter. In effect, Clay County would deny approval of the Avonlea Hills project home lot increase.

Previous Outcomes

The School Board recently approved the Bradley Creek Holdings LLC Agreement: May 2020

Expected Outcomes

It is expected the School Board will approve the PSM agreement and forward it to the BCC for their approval.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient and effective learning environment for Clay County students.

Recommendation

Approve the Clay County School Board / Feed Mill Road Holding LLC. PSM Agreement for the Avonlea Hills project.

Contact

Bryce Ellis, Interim Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

James Fossa, Coordinator of Planning and Intergovernmental Affairs (904) 336-6849, james.fossa@myoneclay.net

Financial Impact

Payment of $93,500 from Feed Mill Road Holdings LLC, to the School Board for projected growth impact to Lake Asbury Elementary School (impact fee account).

Review Comments

Attachments

- Mitigation Agreement 11.5.20.pdf

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CLAY COUNTY PUBLIC SCHOOL
CONCURRENCY PROPORTIONATE SHARE
MITIGATION AGREEMENT

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT ("Agreement") is made by and between **CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida** (hereinafter referred to as "County"), whose address is 477 Houston Street, Green Cove Springs, Florida, 32043; **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida** (hereinafter referred to as "School Board"), whose address is 900 Walnut Street, Green Cove Springs, Florida, 32043; and **FEED MILL ROAD HOLDINGS, LLC, a Florida limited liability company** (hereinafter referred to as "Landowner", whose address is: 414 Old Hard Road, Suite 502, Fleming Island, Florida 32003 (collectively, the "Parties").

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RECITALS

WHEREAS, Landowner is the contract vendee of the fee simple interest in that certain tract of land (Folios #23-05-25-010101-001-00; 25-05-25-010107-001-00; 26-05-25-010108-002-00; and a portion of 24-05-25-010105-000-00) located in Clay County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter "the Property"). The location of the Property described in Exhibit "A" is illustrated with a map appearing in Exhibit "B"; and further described in the School Concurrency Determination application entitled Avonlea Hills – S-CONAGREE-20180000013.

WHEREAS, Landowner has obtained a School Concurrency Reservation Certificate dated September 10, 2020, for 774 single family dwelling units (the "Development Proposal"); and mitigation required for four (4) elementary student seats in the form of a proportionate share mitigation agreement for these four seats. A prior School Concurrency Reservation Certificate supporting the development of 754 is already in place and approved and obtained by a prior

landowner. The additional 20 units necessitated mitigation for the additional 20 lots as per the attached School Board Concurrency Reservation Letter (Exhibit "C").

WHEREAS, the County has enacted its Clay County Public School Concurrency Management Ordinance, which is codified in Article XI of the Clay County Land Development Regulations (the Public School Concurrency Management Ordinance); and

WHEREAS, the primary purpose of the Public School Concurrency Management Ordinance is to ensure that public schools needed to support new residential development within the County will meet Level of Service Standards, as defined therein; and

WHEREAS, the School Board staff issued the School Concurrency Reservation Certificate and has determined that the Development Proposal meets the Level of Service Standards for all schools other than Lake Asbury Elementary School and four seats need to be mitigated.

WHEREAS, Section 163.3180(6), Florida Statutes, recognizes that school concurrency for a development is satisfied if the developer executes a legally binding commitment to provide mitigation proportionate to the demand to be generated for public school facilities, which mitigation may be in the form of a monetary payment of Proportionate Share Mitigation, as defined in and calculated pursuant to the applicable formula in the Public School Concurrency Management Ordinance; and

WHEREAS, the Parties agree that payment of Proportionate Share Mitigation for the Development Proposal in the amount of $93,500 shall provide mitigation proportionate to the demand for public school facilities to be created by the Development Proposal and shall result in a reservation of capacity for the Development Proposal for 4 elementary school seats in the School Concurrency Service Area for Lake Asbury Elementary School; and

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the

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receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the Public School Concurrency Management Ordinance.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by Landowner and any assignees pursuant to Section 20 below, to provide Proportionate Share Mitigation for the single-family dwelling units of the Development Proposal.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of $93,500 for the Development Proposal is an appropriate Proportionate Share Mitigation option for the Development Proposal and is necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area and/or Contiguous Concurrency Service Areas. Landowner and its assignees pursuant to Section 20 below shall pay to the School Board the Proportionate Share Mitigation in the form of a monetary contribution. Payment of the Proportionate Share Mitigation is due in its entirety prior to the issuance of vertical construction of the single-family dwelling units in the Development Proposal. The Proportionate Share Mitigation is at least proportionate to the demand for Public School Facilities to be created by the additional or new single-family dwelling units in the Development Proposal for which there is no Available School Capacity.

5. **SATISFACTION OF SCHOOL CONCURRENCY.** Upon final execution of this Agreement, the School Board shall issue a Finding of Available School Capacity for Development Proposal of 774 single family dwelling units. Consistent with Section 163.3180(6)(h)2.c, Florida Statutes, the School Board shall direct such Proportionate Share

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Mitigation toward a school capacity improvement listed in a financially feasible 5-year district Educational Facilities Plan (EFP) that satisfies the demands created by the Development Proposal for which such Proportionate Share Mitigation was paid.

6. **PAYMENT OF SCHOOL IMPACT FEES.** Landowner or its assignees pursuant to Section 20 below shall pay school impact fees pursuant to the then-applicable School Impact Fee Ordinance as and when the fees become due under such ordinance and in the amounts as are established from time to time for new single-family residential development in Clay County.

7. **SCHOOL IMPACT FEE CREDIT.** In accordance with Section 163.3180(6)(h)2.b, Florida Statutes, and Section 20.ll-9(e), Public School Concurrency Management Ordinance, the Parties agree that the County and the School Board shall provide school impact fee credit equal to the dollar value of the Proportionate Share Mitigation payment ("School Impact Fee Credit" or "Credit"). The Credit must be applied against on the total school impact fee assessed and not on the impact fee for any particular type of school. Landowner may assign School Impact Fee Credit (or entitlement to School Impact Fee Credit) to assignee(s) pursuant to Section 20 below.

The Proportionate Share Mitigation shall be paid prior to approval of the building permit authorizing vertical construction for any portion of the Development Proposal. Upon payment of all of the Proportionate Share Mitigation due to the School Board as provided in Section 4 above, the School Board shall issue to Landowner, or its assignees pursuant to Section 20 below, a written School Impact Credit Ledger confirming: payment of and the dollar amount of the Proportionate Share Mitigation paid; the date of payment; the identity of the paying party; and the name/description of the Development Proposal and the number of single-family dwelling units therein for which the Proportionate Share Mitigation is being paid (collectively the "School Impact Fee Credit Ledger"). The School Board shall maintain in its records a copy of each School Impact Fee Credit Ledger issued and identify the school capacity improvement listed in a financially

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feasible 5-year 'district Educational Facilities Plan (EFP) that satisfies the demands created by the Development Proposal toward which the Proportionate Share Mitigation is directed. Landowner or its assignee shall submit such a copy of the School Impact Fee Credit Ledger to the County's Impact Fee Coordinator.

At the time of payment of school impact fees due, Landowner or its assignee shall present a School Impact Fee Credit Voucher (the "Voucher") to the County's Impact Fee Coordinator, which will reduce the then-applicable school impact fee due by the amount of the Proportionate Share Mitigation identified on the Voucher. Both the School Board and County Impact Fee Coordinator shall deduct the amount of the Voucher presented from the Impact Fee Credit Ledger for the Development Proposal.

8. **COUNTY'S OBLIGATIONS MINISTERIAL.** The County, through its Impact Fee Coordinator, shall:

a. Accept any Credit Voucher presented from Landowner, or an assignee through Section 20 below that is signed by the School Board for any particular development within any portion of the Property at the time any school impact fee is otherwise due, which may include acceptance of multiple fees under a single application. The Credit Voucher shall state with particularity how the Credit shall be applied to the school impact fee obligations, which are due for the proposed new development.

b. Not be responsible for determining whether any particular Credit Voucher is valid as between Landowner or any assignee through Section 20 below, as applicable, for any development within any portion of the Property;

c. Accept a monetary payment by an applicant of school impact fees due for a development within the Property where no Credit Voucher is presented from Landowner, or an assignee through Section 20 below. Any such payment is non-refundable by the County.

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d. Not be responsible for tracking the balance of the Credit available to Landowner, or an assignee through Section 20 below, as applicable, nor be responsible for maintaining any documentation to reflect the amount credited against school impact fees due.

9. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "Effective Date").

10. **TERM.** This Agreement shall have an initial term of twenty (20) years from the date of its full execution. However, pursuant to Section 163.3180(13)(e)1, Florida Statutes, and in consideration of the Proportionate Share Mitigation, the Parties agree to a continuing renewal of this Agreement following completion of the initial term until the Parties have completed performance of all obligations herein.

11. **LOCAL AND STATUTORY REQUIREMENTS.** It is the intent of the parties that this Agreement be recognized as an action of the School Board and the County under Section 163.3180(6)(h)2, Florida Statutes, Article XI, Section 20.11-9, Clay County Land Development Regulations, Clay County's home rule powers, and any other authority held by the School Board and the County to enter into such agreement. The proposed development contemplated by this Agreement is consistent with the Clay County Comprehensive Plan. This Agreement is also consistent with the applicable County Land Development Regulations.

12. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

DRAFT

FOR COUNTY: Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, Florida 32043	**FOR SCHOOL DISTRICT:** School Board of Clay County, Florida 900 Walnut Street Green Cove Springs, Florida 32043
FOR LANDOWNER: Rick Wood 414 Old Hard Road, Suite 502 Fleming Island, Florida 32003	**with copy to:** Attorney for the School Board School Board of Clay County, Florida 900 Walnut Street Green Cove Springs, Florida 32043

13. **RELEASE.** When all of Landowner's obligations set forth herein are fully paid and performed, the School Board shall release Landowner from this Agreement, and when all of the County's and School Board's obligations as set forth herein are fully performed, Landowner shall release the School Board and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded in the Official Records of Clay County, Florida, evidencing such performance.

14. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the Fourth Judicial Circuit, in and for Clay County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

15. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope of intent of this Agreement.

16. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

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17. **EXHIBITS.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

20. **ASSIGNMENT.** Landowner may assign any or all of its obligations and rights under this Agreement, including the obligation to pay Proportionate Share Mitigation or entitlement to school impact fee credits provided in Section 7 above, to one or more third party purchasers of fee simple title to all or any part of the Property. In the event of such assignment, the term "Landowner" in this Agreement shall refer to such assignees(s). A notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any obligations and rights assigned to it by Landowner under this Agreement, shall be provided to the School Board and the County and may be recorded in the public records of the County. Any assignment of the obligation to pay Proportionate Share Mitigation shall automatically constitute a release of Landowner as to the amount of the Proportionate Share Mitigation specified in the assignment. By such assignment, the assignee shall be bound to pay the Proportionate Share Mitigation specified in the assignment and due under this Agreement and, upon payment by the assignee, shall be entitled to the school impact fee credit provided in Section 7 above. Any assignment of entitlement to school impact fee credits may be used by the assignee as provided in Section 7 above. The Parties hereto agree to furnish each other any additional documentation upon reasonable request providing the development status of dwelling units approved under this Agreement and the status of mitigation that has been provided, including the number of dwelling units which have been mitigated

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for through payments. Upon the date of any assignment of all obligations and rights under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, Landowner shall have no further obligations or rights under this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

22. **RECORDING OF THIS AGREEMENT.** The School Board agrees to record this Agreement within fourteen (14) days after execution in the Clay County Public Records.

23. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

24. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

Clay County, Florida, through its Clay County Board of County Commissioners, signing by and through its Chair, authorized to execute same by the Board of County Commissioners action on this ____day of _____, 2020.

The School Board of Clay County, Florida, signed by and through its Chair, authorized to execute same by Board action on this ____ day of _____, 2020.

Feed Mill Road Holdings, LLC, signing by and through its President, duly authorized to execute same, on this ____ day of _____, 2020.

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CLAY COUNTY, FLORIDA

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

_____
Witness

_____
Witness

ATTEST:

_____
_____

Dated this ____ day of _____, 2020.

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____
Carol Studdard
Its Chairman

_____
Witness

_____
Witness

ATTEST:

APPROVAL AS TO FORM:

_____
David Broskie
Superintendent of Schools

By: _____
J. Bruce Bickner
Attorney for School Board

Dated this ____ day of _____, 2020.

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FEED MILL ROAD HOLDINGS, LLC

Feed Mill Road Holdings, LLC,
a Florida limited liability company

By: _____
James Ricky Wood
Its President

_____
Witness

_____
Witness

STATE OF FLORIDA

COUNTY OF CLAY

Before me, the undersigned authority, personally appeared _____ in his/her capacity as President of Feed Mill Road Holdings, LLC, a Florida limited liability company, who acknowledged, by means of ☐ physical presence or ☐ online notarization, that he signed the foregoing Clay County Public School Concurrency Proportionate Share Mitigation Development Agreement on behalf of said company as his free and voluntary act.

WITNESS my hand and official seal this ____ day of _____, 2020, at _____, Clay County, Florida.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(Official Seal)

Print Name: _____
Commission No.: _____
Commission Expires: _____

_____ personally known
_____ produced identification
type: _____

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EXHIBITS

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November 5, 2020 - Regular School Board Meeting

Title

D1 - Human Resources Special Action

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Recommendation

Approve the action as presented.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources (904) 336 6701 brenda.troutman@myoneclay.net

Financial Impact

None

Review Comments

Attachments

Special Action A 11 5 2020.pdf (Confidential)

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November 5, 2020 - Regular School Board Meeting

Title

D2 - Public Hearing to Approve as Advertised the 2020-2021 through 2022-2023 Special Policies and Procedures (SP&P) Manual.

Description

The Exceptional Student Education Special Policies and Procedures (SP&P) document provides information regarding the implementation of state and local policies. It is required under ESE Florida Statutes and is necessary for a district to be eligible for state or federal funding for special education and related services for excceptional students.

Gap Analysis

Adopting the Special Policies and Procedures (SP&P) document ensures Clay Countyis in compliance with statutes and regulations regarding the Education of Students with Disabilities.

Previous Outcomes

The Special Policies and Procedures (SP&P) document is in force for a multi-year cycle. The SP&P will cover 2020-2021 through 2022-2023 school years. Each covered period has previously been presented for adoption by the School Board of Clay County.

Expected Outcomes

Approval of the Special Policies and Procedures (SP&P) document by the School Board of Clay County will continue the cycle of compliance with the Florida Department of Education.

Strategic Plan Goal

Strategic Goal 1 Develop Great Educators and Leaders
Strategy 1.3 Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation

Approve as advertised the 2020-2021 through 2022-2023 Special Policies and Procedures (SP&P) Manual.

Contact

Roger Dailey, Chief Academic Officer, 904-336-6904, roger.dailey@myoneclay.net

Melanie Sanders, Director ESE, 904-336-6866, melanie.sanders@myoneclay.net

Financial Impact

No financial impact.

Review Comments

Attachments

- 20-21 Revisions to SP&P Manual.pdf
- SIGNATURE PAGE-2020-2023 (fillable).pdf
- 2020-2021 SP&P_ Clay.pdf
- Legal Adv Public Hearing SP&P Manual.pdf

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2020-21 Revisions to the Exceptional Student Education Policies and Procedures (SP&P) Document

The school district's Exceptional Student Education Policies and Procedures (SP&P) document is intended to provide district and school personnel, parents of exceptional students, and other interested persons information regarding the implementation of the State's and school district's policies regarding ESE programs. The school district's SP&P document is developed/revised and submitted to the Florida Department of Education (FLDOE) for approval at various times in accordance with timelines required by the FLDOE and is adopted by the school district's School Board as official policy. Additionally, the FDOE requires school districts to conduct a formal review of the entire document every three years.

The 2020-21 SP&P updates consisted of a triennial review of the SP&P document and the procedural revisions listed in the next section below. Approval of the triennial document by the FDOE is required by Rule 6A-6.03411, Florida Administrative Code (F.A.C.), as a prerequisite for district's use of weighted cost factors under the Florida Education Finance Program (FEFP). This document also serves as the basis for the identification, evaluation, eligibility determination, and placement of students to receive exceptional education services, and is a component of the district's application for funds available under the Individuals with Disabilities Education Act (IDEA).

The recent revisions to the 2020-21 SP&P document consisted of a triennial review of the SP&P document and procedural revisions for the following sections:

Part 2 Policies and Procedures for Students with Disabilities - Section E: Participation in State and District Assessments pages 127-136.

Part 4 Appendix G: District Procedures During a Declared State of Emergency Pages 168-170. This is a new section that describes our district's procedures during a declared state of emergency impacting the provision of special instruction and services for exceptional students.

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SP&P SIGNATURE PAGE

School District:

Administrator of Exceptional Student Education:

This document is effective for the **2020–2021 through 2022–2023** school years.

CERTIFICATION OF APPROVAL

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

_____ _____

Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency — Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

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

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FLORIDA DEPARTMENT OF EDUCATION

DIVISION OF K-12 PUBLIC SCHOOLS

BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Clay

EXCEPTIONAL STUDENT EDUCATION POLICIES AND PROCEDURES (SP&P)

EFFECTIVE DATE:

2020-2021 through 2022-2023

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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.

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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.

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- 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.

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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.

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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.

> The parent is informed via telephone that a written notification is being sent home that day. The parent will sign the original notification and return to the school via the student or in the self-addressed envelope provided. The parent will be provided a copy at that time. If the parent comes to the school after the phone call, the notification will be delivered on campus to the parent.

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

> The school administrator/designee will prepare the notice, copies and envelope to be given to the parent the day of the incident.

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

> The school user maintains current information regarding home, cell or work numbers, as well as email address(if available). The school level user or other designee will contact the parent via phone and send a copy of the same-day written notice home with the student.

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.

> Phone calls are noted in a log by the school level user and the notification is sent home. If the signed notification is not returned prior to the mailing/sending home of the incident report, the notification will be sent/mailed again with the report. If the notification remains unacknowledged, a copy will be mailed, certified mail, return receipt requested. If the notification still remains unacknowledged, a home visit by a school social worker and/or administrator will be arranged. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint and Seclusion".

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 supervising teacher will prepare a written account of the event on a template that mirrors the web reporting system and answers questions required by the FDOE web reporting system for seclusion and restraint. The school user will review the statement and transfer the content to the online web reporting system.

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

> Upon completion of the draft incident report, the school administrator/designee will notify the district level users to review the draft. The district level user provides approval to school level user to finalize the report. The school level user finalizes the report. The school administrator/designee mails or delivers the completed document to the parent for their signature.

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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.

The school administrator/designee maintains a signed incident report at the school. The Director of ESE can access a copy via the web reporting system. If the school administrator/designee is not able to secure parental acknowledgement, he/she will refer to a current list of e-mail and phone numbers to ask the parent to mail the document back to the school, using a self-addressed stamped envelope provided. If the parent doesn't return the signed incident report, the parent will be contacted again via phone, e-mail or other means. A second copy of the incident report will be mailed to the parent. An additional copy will be sent certified mail, return receipt requested. Other strategies could include home visits by administration and/or school social workers. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint and Seclusion."

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 Clay County School District prohibits the use of Restraint and Seclusion at Charter schools. A Clay County ESE Specialist is assigned to the charter school to provide guidance and monitor District, State, and Federal ESE practices. Restraint and Seclusion data is monitored both by a school-based ESE Specialist and by a district level team on a monthly basis. Clay County does not have any DJJ facilities or contracted residential facilities.

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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 collects and reports data, then notifies the appropriate district user. The district user reviews the report via the web reporting system and provides feedback to the school level user. The school level user then finalizes the report. The school level user reports to the administrator. The ESE Director reviews reports on a monthly basis.

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

Data collection and reporting will be completed as incidents occur. Schools will analyze the restraint and seclusion data on a monthly basis. Quarterly, schools submit the data analysis along with an action plan for reducing the number of incidents to the district. District level users and the ESE Director review the data analysis and action plan for each school to aid in providing supports to reduce the need for restraint or seclusion.

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.

(a) The district office will be notified of each incident by phone call to the district level users. The incident report draft will be available for district review immediately after input at the school level. Program specialists/school staff will monitor weekly for the need to review interventions. (b) The school administrator/designee will review the content of the incident and report and a member of the ESE Crisis Management team will receive a copy of the resulting draft and check for accuracy and compliance. (c) At the district office a notebook is maintained which contains the following: monthly incident monitoring reports, quarterly data analysis and action plans from schools who have reported incidents. This data is reviewed by program specialists on a monthly basis. (d) Parent receives a copy of the incident report within 3 days of the incident. The incident report is sent home(1st attempt). If not returned a copy is mailed (certified mail, return receipt) to the parent. (e) Program Specialists review and spot check to ensure the school maintains data to support parent's acknowledgements of the written notice and incident report. (f) Documentation is reviewed to determine if there is a need for a social worker or school administrator to provide written notice or the incident report to the parent at home.

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.

All personnel who apply Safe Crisis Management techniques at the classroom level have been certified as trained users. The initial training consists of 18 hours of intense supervision by certified trainers and recertification (7 hours) occurs yearly. All practices are monitored by the appropriate program specialist and by one of five certified trainers. Classroom visits and/or incident reviews are conducted with each occurrence. All administrators receive training which informs him/her of Safe Crisis Management policy and of the correct application of the strategies. Administrators are also given an opportunity to become trained practitioners. Program specialists are able to review all incident reports and attend meetings to review pro-social curricula and other interventions designed to reduce crisis events.

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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.

(a) Restraint and Seclusion data is shared with school administrators. School administrators share this data with appropriate classroom personnel and other school staff including but not limited to school counselors, behavior resource teachers, and school psychologists. The district expectation is that school and student data will be reviewed by the Safe Crisis Management team at the school level, and an action plan to reduce the number of incidents is submitted to the district quarterly. (b) The ESE district office downloads incident reports from the website on a monthly basis. These reports are analyzed to identify individual students who are frequently restrained or secluded. Data are then disseminated to program specialists with expertise in ASD, IND, and EBD students. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed includes individual education plans, functional behavior assessments, positive behavior intervention plans, and matrix of services when appropriate. Based upon a careful analysis of these data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors which have caused high frequency use of restraint and seclusion.

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.

Safe Crisis Management(SCM) is the district selected program to train personnel. Multiple programs are not used.

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

State Board Certified SCM trainers offer initial certification twice a year and recertification programs on monthly or bi-monthly basis from September through February. Personnel to be trained may include but not limited to behavioral health assistants, ESE teachers, and administrators.

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

Copies of professional development sign in sheets and training evaluation forms are maintained at the district level.

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

The county trainers are required to complete annual refresher training provided by JKM training, Inc., who are the creators of Safe Crisis Management. Recertification for trainers takes place annually. SCM requires annual refresher trainings of previously certified personnel such as behavioral health assistants, ESE teachers, and administrators. These trainings are conducted by the county trainers throughout the school year. Classes are offered multiple times throughout the school year in order to meet annual recertification dates of employees.

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

The behavioral health assistant job description requires SCM certification as a condition of employment. Furthermore, any ESE teacher who is assigned a SWD whose behavior profiles indicate a high likelihood of the need for restraint or seclusion is trained. Likewise, school administrators who supervise these teachers are offered training.

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

The Clay County School District prohibits the use of Restraint and Seclusion at Charter schools.

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

The Clay County School District prohibits the use of Restraint and Seclusion at Charter schools.

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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 goal for the 2019-2020 school year is to reduce the number of restraints by 5% The goal for the 2020-2021 school year is to reduce the number of restraints by 5%

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.

> There were 118 incidents of restraint during the 2017-2018 school year between August 1, 2017 and July 31, 2018.

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

> Total number of incidents of restraints for the 2018-19 school year: 53 Total number of incidents of restraints for the 2019-20 school year: 48

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

> The percentage of decrease from the 2017-18 and 2018-19 rates of restraints was 55% The percentage of decrease from the 2018-19 and 2019-20 rates of restraint was 9.4%

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

There were 53 incidents of restraint during the 2018-2019 school year within Clay County District Schools between August 1, 2018 and July 31, 2019. This was a 55% decrease (65 incidents) in the total number of restraints for the school year compared to the 2017-2018 school year with 118 incidents of restraint. Upon examination of the 18-19 data, the largest decrease of restraints involved students with emotional behavioral disabilities in grades 1-7. During 2017-18 there were 76 incidents reported and in 18-19 there were 36 incidents reported (a decrease of 30 incidents). There were no restraints reported for students with emotional behavioral disabilities in grades 8-12 for both the 17-18 and 18-19 school years. There were 48 incidents of restraint reported among a total of 31 students during the 2019-2020 school year within Clay County District Schools between August 1, 2019 and July 31, 2020. This was a 9.4% decrease (5 incidents) in the total number of restraints for the school year compared to the 2018-2019 school year with 53 incidents of restraint. Upon examination of the 19-20 data, there were no notable changes accounting for the decrease of 5 incidents for primary exceptionality, type of restraint, race , and ethnicity compared to the 18-19 school year. When comparing the data between 18-19 and 19-20 the data revealed a decrease of 2 incidents for students with the primary exceptionality of ASD, a decrease of 1 incident for students with an emotional disability, a decrease in 2 incidents for students with an intellectual disability, and another decrease in 2 incidents for students with an other health impairment. For type of restraint there was a decrease of 2 incidents for immobilization while in transport, a decrease of 2 incidents for standing restraints, and seated restraints remained the same. When examining race and ethnicity, there were no changes for the subgroups white (39 incidents), two or more races (2 incidents), or asian (1 incident). The black/african american subgroup increased by 2 incidents in 19-20. In 18-19 there were 6 incidents of restraints among Hispanics and in 19-20 there were no occurrences. The decrease in overall incidents of restraint and the rationale for the district meeting and exceeding its goals to decrease the total number of restraint incidents in 18-19 and 19-20 by 55% and 9.4% respectively can be attributed to several factors related to increased professional development and monitoring. The district placed a heightened level of attention on the implementation of the district's plan (activities and resources) to reduce the number of restraint incidents districtwide. The district also provides ongoing support and professional development for ESE curriculum specialists, ESE positive behavior site coaches, administrators, teachers, and teacher assistants across the district (ensuring that new teachers/assistants receive a heightened level of support). Additionally, once a restraint has occurred, school and district personnel closely monitor the student and help to ensure teachers implement proactive strategies as a means to reduce the occurrence of another restraint.

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 attained and exceeded its 2018-19 goal rate reduction of 10%. The actual 2018-19 percentage rate was a decrease of 55%. The district attained and exceeded its 2019-20 goal rate reduction of 5%. The actual 2019-20 percentage rate was a decrease of 9.4%.

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?

No students were restrained 15 or more times.

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.

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

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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.

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

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).

Of the 53 total incidents of restraint during the 2018-2019 school year, 8 incidents occurred with students with Autism Spectrum Disorder, 36 with students with Emotional Behavior Disabilities, 3 students with Intellectual Disabilities, 4 students with an Other Health Impairment, 1 with a Language Impairment, and 1 with a Specific Learning Disability. Of these 53 total incidents of restraint, 39 occurred with students who were White, 4 who were African-American/Black, 9 who were Two or More Races, and 1 Asian. Of these 53 total incidents, 7 incidents were with students who were of Hispanic/Latino origin. When examining the types of restraint for all 53 incidents, 9 incidents involved Immobilization While in Transport, 11 involved Standing restraints, and 33 involved Seated restraints. The largest decrease in the type of restraint used involved the use of seated restraints. These restraints were reduced from 87 incidents in 17-18 to 33 incidents in 18-19 (54 incidents or a 62% decrease). Of the 48 total incidents of restraint during the 2019-2020 school year, 6 incidents occurred with students with Autism Spectrum Disorder, 35 with students with Emotional Behavior Disability, 1 student with an Intellectual Disability, 2 students with an Other Health Impairment, 2 students with Developmental Disability, and 2 students with a Specific Learning Disability. Of these 48 total incidents of restraint, 39 occurred with students who were White, 6 who were African-American/Black, 2 who were Two or More Races, and 1 Asian. Of these 48 total incidents no incidents were with students who were of Hispanic/Latino origin. When examining the types of restraint for all 48 incidents, 6 incidents involved Immobilization While in Transport, 9 involved Standing restraints, and 33 involved Seated restraints. There was a slight decrease in standing restraints (2 incidents) and immobilization while in transport restraints (3 incidents) there was no change in the number of seated restraints.

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

This data was used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals needed for the 2019-2020 and 2020-2021 school years to help reduce the number of incidents of restraints.

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 analysis of data and the problem-solving process was used by the Restraint/Seclusion Review Team to help determine and set a realistic, attainable measurable annual goals to reduce the number of incidents of restraint by 5% for the 2019-20 and 2020-21 school years.

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

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- 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.

The district ESE department is engaged in a variety of activities that are a part of the district's plan to reduce the use of restraint. A district level ESE Crisis Management Review team, comprised of a variety of ESE specialists and ESE administrators, was formed to oversee all matters related to restraint. The District ESE Crisis Management Review Team meets at least monthly to review restraint data/reports and discuss solutions to reduce incidents of restraint. A smaller set of this review team consisting of the ESE specialists for ASD, EBD, and InD programs as well as a behavior specialist and district behavior analyst meet weekly as part of a professional learning community. The state restraint reports are analyzed to identify individual students who are frequently restrained. Data is then disseminated to program specialists with expertise in working with students with behavioral problems. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed include functional behavior assessments (FBAs), positive behavior support plans (PBSPs), individualized education plans (IEPs), and matrix of services when appropriate. Based upon a careful analysis of this data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors that have resulted in increased restraint incidents. Program specialists may observe students in the classroom to gain a better understanding of the context of the behaviors and then interventions are developed upon these observations. The data can also be utilized to problem solve with school administrators to make data driven decisions regarding school environments. Strategies may also include updates of students' FBAs and PBSPs, and the implementation of student-specific strategies such as: reviewing IEPs; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBSPs and health care plans specific to individual students' responses and progress, to engage in problem solving with school administrators to make data-driven decisions regarding school environments. District schools also utilize the multi-tiered systems of support (MTSS) and the Positive Behavioral Interventions & Supports (PBIS) systems. The MTSS and PBIS systems of support include proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments. Furthermore, the district contracts with outside behavioral/mental health agencies to work with students, teachers, and families to help reduce challenging behaviors.

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

Through professional development, coaching, modeling, and an emphasis on teaching students appropriate social skills, our focus remains on reducing the need for Safe Crisis intervention. Professional development is ongoing for teachers in the areas of understanding behavior, classroom management, behavioral strategies/ tools, trauma-informed care, and the use of data for progress monitoring. A heavy emphasis is placed on training teachers/staff to collect data, progress monitor, and analyze data to aid in increasing appropriate student behavior. Additionally, district level staff are immediately notified when a restraint occurs, and the staff provide support and guidance to teachers by engaging them in a reflection activity. As an additional layer of support, the district utilizes behavior site coaches to model lessons, share proactive versus reactive strategies, provide observation data, guide and assist teams with the problem-solving process, and assist teachers with providing appropriate interventions designed to promote student success and decrease or eliminate the use of restraint. Teachers engage students through the use of a social skills curriculum on a consistent basis as a means to provide positive behavioral supports and life skills. Parental contact/involvement is a required element whenever a restraint incident occurs. If a reoccurring pattern of significant behaviors become evident, the school and district staff, along with the IEP team, will make a concerted effort to collaborate with parents to make changes as appropriate to the student’s behavior plan or other student-specific strategies.

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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 goal for the 2019-2020 school year is to reduce the number of incidents of seclusion to zero occurrences or by 100% The goal for the 2020-2021 school year is to maintain zero incidents of seclusion.

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.

> There were 5 incidents of seclusion during the 2017-2018 school year between August 1, 2017 and July 31, 2018.

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

> Total number of incidents of seclusion for the 2018-19 school year: 2 Total number of incidents of seclusion for the 2019-20 school year: 0

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

> The percentage of decrease from the 2017-18 and 2018-19 rates: 60% The percentage of decrease from the 2018-19 and 2019-20 rates of seclusion: 100%

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

There were 2 incidents of seclusion during the 2018-2019 school year within Clay County District Schools between August 1, 2018 and July 31, 2019. This was a 60% decrease in the total number of seclusion incidents for the school year compared to the 2017-2018 school year with 5 incidents of seclusion. There were no incidents of seclusion during the 2019-2020 school year within Clay County District Schools between August 1, 2019 and July 31, 2020. This was a 100% decrease in the total number of seclusion incidents for the school year compared to the 2018-2019 school year with 2 incidents of seclusion. This decrease in overall incidents of seclusion for the 2018-2019 school year can be attributed to several actions. The district placed a heightened level of attention on the implementation of the district's plan (activities and resources) to reduce the number of seclusion incidents districtwide. The district also provides ongoing support and professional development for ESE curriculum specialists, ESE positive behavior site coaches, administrators, teachers, and teacher assistants across the district (ensuring new teachers/assistants receive a heightened level of support). Additionally, once a seclusion incident has occurred, school and district personnel closely monitor the student and help to ensure teachers implement proactive strategies as a means to reduce the occurrence of another seclusion incident. Other actions attributed to the decrease include: 1) Adding additional behavior site coaches to schools with Autism Spectrum Disorder and/or Emotional/Behavioral Disabilities programs. 2) The district level restraint/seclusion review team members and the positive behavior support coaches facilitate the implementation of school-based restraint/seclusion review teams. 3) The ESE District Office contracts with behavior analyst consultants for 50 hours per week in order to continue to provide more immediate and regular support to students identified with recurring incidents of restraint/seclusion. As a result, Clay County District Schools met and exceeded its goal to reduce incidents of seclusion by 60% in 18-19 and by 100% in 19-20.

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.

Clay County District Schools met and exceeded its percentage goal to reduce incidents of seclusion by 10% for the 2018-19 school year. The actual 2018-19 percentage rate was a 60% decrease in seclusion incidents. Clay County District Schools met its percentage goal to reduce incidents of seclusion to zero occurrences or by 100% for the 2019-20 school year.

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?

No students were secluded 15 or more times.

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 Facilities department (Support Services Division) coordinates with the Fire Marshal for the seclusion room inspections. If a violation is found, the Facilities Director coordinates with the ESE Director to ensure the violation is corrected.

How is the safety of the seclusion rooms monitored?

Safety of Seclusion rooms is monitored by school staff to ensure the room is in good working condition. The rooms are also inspected by program specialists to ensure the seclusion room is free from any dangers to the students. Any room that presents a danger to students is closed and not used until deemed safe and appropriate by the fire marshall, upon completion of any repairs.

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

Any school employee trained to operate the seclusion room reports any dangers to the school administrator who then contacts the ESE district office for repair. Results of fire marshall inspections are sent directly to the ESE district office.

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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.

The room is closed and the need for repairs is presented to the ESE district office. A work order is submitted to the maintenance department for repair. Upon completion of the repair, the fire marshal is called back to re-inspect the seclusion room. The majority of schools where Safe Crisis Management is practiced have more than one seclusion room. If one of the rooms is unavailable, school personnel utilize the room(s) in working order. In the rare event no seclusion rooms are available on campus, the staff creates a customized behavioral plan for individual students. The behavioral plan typically includes alternative strategies for deescalating behavior as well as provide additional supports (i.e. adding another staff member for supervision).

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.?

The district has 0 seclusion rooms in operation.

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

The district does not have any seclusion rooms.

When are the seclusion rooms used?

The district prohibits the use of seclusion.

How are the seclusion rooms used?

The district prohibits the use of seclusion.

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

Of the 2 total number of incidents of seclusion during the 2018-2019 school year, 1 incident involved a student with Autism Spectrum Disorder (White with Hispanic/Latino origin) and 1 incident involved a student with an Intellectual Disability (African American/Black). There were no incidents of seclusion during the 2019-20 school year.

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

This data was used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals need for the 2019-20 and 2020-21 school years to help reduce/eliminate the number of incidents of seclusion.

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.

The data used by the Restraint/Seclusion Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, and paraprofessionals need for the 2019-20 and 2020-21 school years to help reduce/eliminate the number of incidents of seclusion was also used to determine the measurable annual goal for the reduction of seclusion incidents for the 2019-20 and 2020-21 school years.

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

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- 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.

The use of Seclusion is carefully scrutinized for each student. Seclusion may only be utilized with students for whom the IEP committee has deemed this crisis intervention is the safest way to handle behaviors that pose as a risk of serious injury. Along with the IEP committee recommendation, the parent must sign a consent form for the use of seclusion. In an effort to reduce the number of seclusion incidents, the district review team has continued to promote the use of “comfort rooms” that allow students a comfortable space to calm down, refocus, and regain composure to return to the classroom environment. The goal is to teach students to self-regulate and utilize the comfort rooms in an effort to reduce or prevent behaviors from escalating. Some students may elect to utilize the rooms and others are gently escorted or verbally encouraged to utilize the comfort rooms. Students are not restricted from leaving the comfort rooms, and they are monitored and engaged with a teacher or paraprofessional during the redirection time. The district ESE department is engaged in a variety of activities that are a part of the district's plan to reduce the use of seclusion. A district level ESE crisis management review team, comprised of a variety of ESE specialists, was formed to oversee all matters related to seclusion. The District ESE Crisis Management Review Team meets at least monthly to review seclusion data/reports and discuss solutions to reduce seclusion incidents. A smaller set of this review team consisting of the ESE specialists for ASD, EBD, and InD programs as well as the behavior specialist and district behavior analyst meet weekly as part of a professional learning community. The state seclusion reports are analyzed to identify individual students who are frequently secluded. Data is then disseminated to program specialists with expertise in working with students with behavioral problems. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed include FBAs, PBSPs, IEPs, and matrix of services when appropriate. Based upon a careful analysis of this data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors that have resulted in increased seclusion incidents. Program specialists may observe students in the classroom to gain a better understanding of the context of the behaviors and then interventions are developed upon these observations. The data can also be utilized to problem solve with school administrators to make driven decisions regarding school environments. Strategies may also include updates of students' FBAs and PBSPs, and the implementation of student-specific strategies such as: reviewing IEPs; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBSPs and health care plans specific to individual students' responses and progress. District schools also utilize the multi-tiered systems of support (MTSS) to address behaviors. Furthermore, the district contracts with outside behavioral/mental health agencies to work with students, teachers, and families to help reduce challenging behaviors.

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

Through professional development, coaching, and an emphasis on teaching students appropriate social skills, our focus remains on reducing the need for Safe Crisis intervention. Professional development is ongoing for teachers in the areas of understanding behavior, classroom management, behavior tools, trauma-informed care, and the use of data for progress monitoring. A heavy emphasis is placed on training teachers/staff to collect data, progress monitor, and analyze data to aid in increasing appropriate student behavior. Additionally, district level staff guide teachers to engage in a reflection activity after they are involved with a seclusion incident. As an additional layer of support, the district utilizes behavior site coaches to model lessons, provide observation data, guide and assist teams with the problem-solving process, and assist teachers with providing appropriate interventions designed to promote student success and decrease or eliminate the use of seclusion. Teachers engage students through the use of a social skills curriculum on a consistent basis as a means to provide positive behavioral supports and life skills. Parental contact/involvement is a required element whenever a seclusion incident occurs. If a reoccurring pattern of significant behaviors become evident, the school and district staff, along with the IEP team, will make a concerted effort to collaborate with parents to make changes as appropriate to the student’s behavior plan or other student-specific strategies.

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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

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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.

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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

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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.

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.

Name of Agency: Episcopal Children's Service, Head Start Instructional Personnel Assigned: District PreKindergarten (PreK) personnel visit facilities, provide therapies as needed, and jointly collaborate.

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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 a student with a disability is incarcerated in the Clay County jail, an Individualized Education Plan (IEP) meeting is convened at the jail. The IEP team updates or writes a new IEP in order to ensure the student's needs are addressed in the jail's classroom setting. Also, the school district provides an ESE teacher to assist the student through support facilitation in the classroom once or twice a week if needed.

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

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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.

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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

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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.

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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:

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Determining that the school or facility meets the required criteria before a contract with a nonpublic school or community facility is completed.

The ESE Director and a program specialist utilize a facility review sheet which contains all the criteria for approval of the private school including but not limited to qualifications of staff, length of school day and year, sanitation and health certificates, confidentiality of student records and various policies and procedures. An onsite visit is scheduled and our district staff travel to the program, interview staff, conduct program observations and obtain copies of required documents. Data are analyzed to ensure that all criteria are met before a contract is fully executed.

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.

The qualifications of instructional staff and related service providers are reviewed to determine that adequate written documentation is present to substantiate that staff are qualified under state rules or appropriate licensing entities. In addition, instructional staff credentials are judged against IDEA highly qualified teacher requirements. Written documentation of teacher certification and highly qualified status are maintained in the district human resources files in order to maintain appropriate documentation of personnel qualifications. If a teacher is assigned teaching duties in a class dealing with subject matter that is outside the field in which the teacher is certified, the parents of all students in the class are notified in writing of such assignment by the human resources office. Written notification is sent via U. S. Postal Service and records of such notifications are maintained in the human resources office.

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.

Copies of the IEPs or IFSPs are maintained at the ESE district office and are also sent to DOE/BEESS if it is a residential contract annually and prior to the first report of FTE for residential placements.

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.

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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

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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.

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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).

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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.

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Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

34 CFR §§300.500–300.536
Sections 1003.57 1003.571, 1002.22 and 1008.212, F.S.
Rules 6A-6.03311, 6A-6.03313, and 6A-1.0955, F.A.C.

Procedural Safeguards

Parents of exceptional students are entitled to information about their rights. These rights, or *procedural safeguards*, are intended to ensure that parents have the opportunity to be partners in the educational decisions made regarding their children.

The procedural safeguards notice must be written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication, that the parent understands the content of the notice, and that there is written evidence that these requirements have been met.

1. Procedural safeguards for students with disabilities
   This applies to students with disabilities enrolled in public schools and to students with disabilities enrolled by their parents in nonprofit private schools.

   The district **assures** that the *Notice of Procedural Safeguards for Parents of Students with Disabilities* is made available to parents at least one time a school year. In addition, a copy also must be given to the parents:

   - Upon initial referral or the parent's request for an evaluation
   - In accordance with the discipline procedures when a change of placement occurs
   - Upon receipt of the first state complaint in a school year
   - Upon the receipt of the first request for a due process hearing in a school year
   - Upon the parent's request to receive a copy
   - In accordance with the provisions of s. 1008.212, F.S., upon the school district superintendent's recommendation to the commissioner of education that an extraordinary exemption for a given state assessment administration be granted or denied.

One of the following must be selected:

- ○ The district will use the Department of Education's Notice of Procedural Safeguards for Parents of Students with Disabilities, as posted on the Department's website, to inform the parents as required.
- ◉ The district will use a different notice of procedural safeguards for parents of students with disabilities to inform the parents as required. A copy of this notice is located in Appendix A.1

2. Procedural safeguards for exceptional students who are gifted
   The district **assures** that the notice of the *Procedural Safeguards for Exceptional Students who are Gifted* is made available to parents of a child who is gifted, and must be given to the parents, at a minimum:

   - Upon initial referral for evaluation
   - Upon refusal of a parent's request to conduct an initial evaluation
   - Upon notification of each educational plan meeting
   - Upon receipt of a request for a due process hearing by either the school district or the parent

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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 a parent's due process hearing request, the district will convene a resolution meeting with the parent, IEP team members and the LEA representative, who has decision-making authority. The district will not include its attorney unless the parent's attorney is present. The purpose of the resolution meeting is for the parents of the child to discuss their due process complaint, and the facts that form the basis of the complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process hearing request. Once the request for a due process hearing is completed by the parent and received by the appropriate school district representative, the request is marked with a date received stamp and a copy of the request is forwarded to the State Department of Education. Parents are immediately contacted to schedule a date for a resolution meeting, within fifteen (15) days of the district's receipt of the request for a due process hearing. Parents are contacted via phone and provided with written notice, identifying the issues, the meeting participants, date, time and location of the meeting via U.S certified mail. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If the parent does not respond within three to five business days another attempt is made via phone and U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the written notice to the parent's legal address. The resolution meeting is mandatory unless both sides agree not to do it. A waiver of the meeting is appropriate if both parties are interested in going to mediation. If there is a waiver, it is executed in writing by both parties using the district's Waiver of Resolution Meeting form. If the parent is not able to complete the waiver in person, the parent is contacted by phone and the waiver is sent via U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the waiver to the parent's legal address.

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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.

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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.

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Section D: Surrogate Parents

Statutory and Regulatory Citations

34 CFR §300.519
Sections39.0016 and 1002.22, F.S.
Rule 6A-6.0333, F.A.C.

Definition

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

Procedures

1. A surrogate parent appointed by the district school superintendent or the court:

    a. Must be at least 18 years old.

    b. Must have no personal or professional interest that conflicts with the interests of the student to be represented.

    c. Must not be an employee of the FDOE, the local school district, a community-based care provider, the Florida Department of Children and Families (DCF), or any other public or private agency involved in the education or care of the student.

        - This prohibition includes group home staff and *therapeutic* foster parents.
        - A person who acts in a parental role to a child, such as a foster parent or relative caregiver, is not prohibited from serving as a surrogate parent if he or she is employed by such agency, willing to serve, and knowledgeable about the child and the exceptional student education process.
        - The surrogate parent may be a court-appointed guardian ad litem or a relative or nonrelative adult who is involved in the child's life regardless of whether that person has physical custody of the child.

    d. Must have the knowledge and skills acquired by successfully completing training using materials developed and approved by the FDOE to ensure adequate representation of the child.

2. Appointment of a surrogate parent for a student who has or is suspected of having a disability

    a. A surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a school district or agency under contract with the school district shall be appointed by the district's school superintendent not more than 30 days after the school district determines that the student needs a surrogate parent.

    b. The surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a contract from the FDOE shall be appointed by the individual specified in the contract.

    c. In the case of a student who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided the surrogate meets the qualifications above.

    d. If a guardian ad litem has been appointed for a child, the district school superintendent must first consider the child's guardian ad litem when appointing a surrogate parent.

        - The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
        - The court must accept a surrogate parent duly appointed by a district school superintendent.

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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.

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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).

Every student with a disability (SWD) must be represented by an individual of the age of majority that serves in a parental relationship with the student. When it has been determined that a SWD does not have an appropriate representative a surrogate parent may be necessary. Most frequently these circumstances may include students whose biological parents are unknown or unavailable, a court order removing the educational decision making rights of the parent, a student who is in a group home, or a student who may be in a homeless shelter. When a dependency judge, Kids First, Department of Children and Families, group home, student's school of enrollment or other agencies notify the ESE Director of possible need for a surrogate parent the director follows procedures in the Admissions and Placement manual for making the final determination whether the student needs a surrogate parent.

Describe the district's procedures for recruiting and training surrogate parents, including those surrogates appointed by a judge.

Recruitment is through the guardian ad litem program, retired teachers organization and local agencies such as Rotary, Kiwanis, and Chamber of Commerce via an application process. Training is provided through Florida Diagnostic & Learning Resources System and district ESE program specialists. Upon successful completion of the training the Superintendent recommends appointment. Once the ESE Director determines a need for a surrogate parent, the Superintendent makes the appropriate assignment.

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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:

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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.

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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

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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).

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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

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

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- Interventions must be implemented as designed for a period of time sufficient to determine effectiveness, and with a level of intensity that matches the student's needs.
- The district must collect pre-intervention and ongoing progress-monitoring data regarding academic or behavioral areas of concern and communicate the data to the parents in an understandable format, which may include, but is not limited to, graphic representation.

6. General education interventions are **not** required for the following:
    - Children younger than kindergarten-entry age who are not enrolled in kindergarten
    - Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.
    - Students who are being considered for eligibility for specially designed instruction for students who are homebound or hospitalized as described in Rule 6A-6.03020, F.A.C.
    - Students who are not enrolled in a public school.

    General education interventions **may not be required** for students suspected of having a disability if the student demonstrates a speech disorder; or severe cognitive, physical, or sensory disorders; or severe social or behavioral deficits that require immediate intervention to prevent harm to the student or others, and a team comprised of qualified professionals and the parent determines that these general education interventions are not appropriate.

Does the district have a Multi-Tiered System of Support (MTSS) procedures document or website?

- (●) Yes
- ( ) No

If yes, how can this document or website be accessed?

> The 2020-2021 Multi-Tiered System of Supports Handbook can be accessed through the Clay County District Schools Website (oneclay.net).

If no, describe district policies and procedures for integrating a data-based, problem-solving process within an MTSS.

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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?

The screening and progress monitoring tools used to determine the effectiveness of supplemental instruction and academic interventions by measuring a student's response to intervention include i-Ready Mathematics for grades K-8, i-Ready Reading for grades K-3, Achieve 3000 Reading for grades 4-12, Performance Matters Assessments for Algebra I, Geometry, Civics, American History, Biology, and Science (Grades 5 and 8), Clay Writes for grades 4,8, & 10, Clay Behavior Universal Screener, curriculum-based assessments, and grade level common assessments. In addition, teachers analyze individual instructional assessments, student work samples, class assessments, small group lesson plans, and corrective feedback data obtained after re-teaching and re-assessing. All teachers are part of a weekly collaboration team that meets for one hour. All of the collaboration teams within a school formulate a professional learning community (PLC). Collaboration teams utilize the problem solving process when discussing the individual needs of students as evident in the completion of the professional development PLC log. Highly individualized positive behavior intervention plans are used to monitor student response to intervention for students needing behavioral supports. The interventionist, typically the classroom teacher, enters data collected from the delivery of interventions into the district's data recording system. The Tier 2 and Tier 3 process provides for parent input in documentation of parent conferences. At these conferences, parents/guardians determine the most effective medium of communicating progress monitoring results. School personnel providing the instruction will monitor the student's progress and notify the parent/guardian via phone, electronic parent portal message, documentation sent home with student, documentation mailed home, or any other means as agreed upon during the parent conference. Tier 3 intervention data is collected when the intervention is implemented, and the data is recorded weekly in Performance Matters. Every four weeks, MTSS teams engage in progress monitoring meetings. During these meetings, the student's rate of progress is determined by an analysis of the intervention data collected, and the student's progress is determined to be mastered, good, questionable, or poor. The date of progress monitoring and the progress monitoring status along with any pertinent notes are entered into the district's electronic data system. Factors which the problem-solving team may consider in determining whether a student may be a student with a disability may include the rate of progress, the amount of time to reach the long-term goal, the intensity of interventions needed to create such progress, and the student's performance on state and local assessments. The school district will seek consent from the parent or guardian to conduct an evaluation whenever the district suspects that a kindergarten through Grade 12 student is a student with a disability and needs special education and related services. The decision criteria for initiating an evaluation includes, but is not limited to, the following: a). 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. Problem solving teams will consider initiating an evaluation if the problem is intense (significantly discrepant from expectations and peers) AND severe (minimally responsive to evidence-based interventions delivered with integrity); and b). 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.

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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 Multi-tiered System of Supports (MTSS) team will use a problem-solving approach and student data to identify and analyze the area or areas of concern, select and implement interventions, and monitor progress. Monitoring the implementation and fidelity of the four step problem-solving process is accomplished using the procedures, district electronic data system, forms, and web-based resources outlined in the district Multi-Tiered System of Supports Handbook. The instructions delineate the process for problem identification, analysis of data, the selection and implementation of evidence-based interventions, the supports available for effective implementation with fidelity through school and district level personnel, and documentation of student's response to interventions. The Intervention Team Facilitator provides support to staff for implementation, while school-based administrators monitor the fidelity of the problem-solving process and implementation of the intervention plan. The district MTSS team meets weekly to oversee the implementation of the MTSS process throughout the district. As part of the team's responsibilities; the team reviews MTSS data for each school, creates and shares school level reports for students actively engaged in the MTSS process, and provides school personnel with support and resources as they engage in the problem solving process. In addition, the district MTSS team ensures each school has a designated, trained, lead administrator to monitor the implementation and fidelity of the MTSS process.

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

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. In addition, pre-intervention and ongoing progress monitoring measures of academic and/or behavioral areas of concern are collected and communicated to parents in an understandable format, which includes graphic representations of Tier 3 data. If a student is identified as needing support at Tier 1 of the MTSS process, parents are engaged via parent conferences and teacher communication. The teacher(s) describe the problem and the data used to identify the problem (i.e. universal screeners, common formative assessments, and classroom performance.) If a student requires Tier 2 supports, parents are engaged in the problem solving process and notified of Tier 2 interventions via a parent/teacher MTSS conference. Teacher(s) share the student's academic or behavior concerns and the ways in which the teacher will work with the student to close the academic/behavior gap(s) (i.e. differentiated instruction, behavioral strategies. As part of the tier 2 conference, parents are notified of their right to request an evaluation and they receive two informational resources. The first is a parent Notification of Tier 2 Interventions specific to their child, and the second form is our school district's MTSS brochure. The brochure serves as a parent guide to understanding the MTSS process, promotes global awareness of the process, and lists additional sources where parents may obtain more information about the MTSS process. The MTSS brochure is also available to the public via the district's website. When a student requires Tier 3 interventions, parents are initially invited to attend a "Notification of Intervention Activities" meeting. The team shares/reviews screening results and discusses with the parent a plan for addressing the student's academic or behavioral problem(s) through specific general education interventions, the plan for monitoring student progress, and anticipated outcomes of the interventions. Tier 3 interventions are reviewed and monitored within the classroom at least every four weeks while progress of those needing moderate intervention are monitored at least weekly. For those requiring the greatest intensity of services, progress monitoring is several times per week. This progress is shared with parents at least once or more frequently during the student's intervention period. Parents are also contacted if the team needs to modify (intensify, fade, or change) the interventions based on the student's progress. When the MTSS team can determine response to intervention, the team convenes with the parent to discuss the student's response to interventions and anticipated future action to address the student's learning or behavioral needs. Tier three intervention data is presented to parents in a graphic format to help ensure they have a clear understanding of the results. If warranted, a student services team meeting including the parent may be scheduled to determine the need for an evaluation. Furthermore, information explaining the Multi-tiered System of Supports (promoting a global awareness of the process) is disseminated not only to parents but to a variety instructional personnel and school administrators throughout the school year. This is accomplished through professional development activities. The district MTSS team provides ongoing professional development inservice for new and existing Intervention Team Facilitators, School Counselors, School Psychologists, Curriculum Specialists, and School Administrators. Each school has a designated MTSS administrator who provides guidance, support, and resources to teachers and parents at their school.

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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:

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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.

The school district will seek consent from the parent or guardian to conduct an evaluation within thirty (30) days whenever the district suspects that a kindergarten through grade 12 student, or a child age 3 to kindergarten-entry age, is a student with a disability and needs special education and related services. When a parent requests an evaluation and there is documentation or evidence that a child age three (3) to kindergarten entry age may be a student with a disability and needs special education and related services, Child Find personnel will address the request in one of two ways. First, if the parent makes the request in person and the Child is present at the time of request, Child Find Personnel will review all available documentation and conduct screenings. If the student is suspected to have a disability, consent for evaluation is obtained at the meeting and a referral is completed. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. Secondly, if the request is submitted in writing or obtained via the phone, Child Find personnel will schedule a meeting to conduct screenings, review existing data, and obtain consent within 30 school days of receiving the request. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. In some cases a student may not pass the initial vision and/or hearing screenings administered at Child Find, and the parent may need to take the child to a private physician to complete the screenings or the team may ask the school district Audiologist to conduct an audiological evaluation. All results of additional screenings are immediately sent to the Clay County Preschool Assessment Team. If a noncustodial adult brings the child to Child Find, the Child Find staff conduct screenings and gather any available information to begin the Child Find Referral. Also, the Child Find staff attempts to contact the legal guardian via phone to explain the screening results and evaluation process. A meeting is scheduled or the consent for evaluation form is sent via U.S. mail, to ensure consent is received within 30-days. Once consent for evaluation is obtained by the Child Find Staff, the evaluation is completed by the Clay County Preschool Assessment Team within 60 school days of obtaining consent. The following are the district's procedure for obtaining parental consent for an evaluation within 30 days for students in grade K-12. Once general education interventions are completed for a student in K-12, a Student Services Team (SST) Meeting is held, including parent or guardian, school psychologist, regular education teacher(s), ESE teacher(s), administrator, and school counselor, to discuss the effectiveness of the general education interventions. If the student services team makes one of the following determinations below, the team will obtain consent for evaluation from the parent or guardian during the meeting. (a). When 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. (b). When 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. (c). When 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. (d.) 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. If the parent does not attend the meeting, the parent will be contacted immediately following the meeting (and periodically as needed) in order to gain consent for evaluation. All attempts to contact the parent or guardian are logged and monitored by ESE staff to ensure consent is obtained within the 30-day window. If repeated attempts are unsuccessful, the school district may ask the school social worker to engage in a home visit in order to obtain consent for evaluation prior to the close of thirty (30) day window.

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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 requests an evaluation be conducted to determine the student's eligibility for special education and related services prior to the implementation of general education interventions for the student, the parent request is documented in writing. The request for an initial evaluation may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). The request is date stamped when it is received, and immediately delivered to the school's ESE secretary or the school counselor responsible for convening a student services team meeting, which should include the parent, relevant teachers, intervention team facilitator, school psychologist, and staffing specialist, as appropriate. The student services team will be convened within 30 calendar days to determine, based upon all available data, including data provided by the parent, whether there is reason to suspect or believe that the student is a student with a disability and in need of special education sufficient to support the need for an evaluation.

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.

If it is determined that sufficient data exist to support a suspicion or belief that the student is a student with a disability and in need of special education (even where general education interventions have not been implemented), the student will be referred, appropriate parental consent will be obtained within 30 calendar days and the evaluation will be conducted. Implementation of general education interventions will occur concurrently with the evaluation. If it is determined that there is no reason to suspect or believe that the student has a disability and in need of special education services, and it is decided that an evaluation will not be conducted, then the district will provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation within 30 calendar days of the parent’s request.

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.

Parents of students enrolled in nonpublic schools or agency programs may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). When the request documentation is completed or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or agency and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or agency returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window. The nonpublic school or agency implements tier three MTSS interventions during the same 60-calendar day initial evaluation window. School district staff are assigned to support nonpublic school and agency personnel with the implementation of tier interventions and data collection. They also provide guidance and assistance as needed throughout the process. For students ages 3 to 5, the agency {ex. Headstart) or non-public school refers to the Child Find component of FDLRS. They provide screening and initiation of the referral. It is the district's responsibility to assist the parent of a student suspected of having a disability in providing documentation of activities conducted prior to referral. If the non-public school or agency is unable to complete activities. e. g., screening, prior to referral, the local school staff and the ESE Department staff will assist in appropriate ways, including face-to face meetings, phone conferences, and written communications, to ensure a complete and timely referral. A case review of the referral packet is completed to determine compliance and quality.

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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 of students who are not enrolled in any school may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). When the request documentation is completed or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or legal guardian and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or legal guardian returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window. School district staff are assigned to support the parent or legal guardian with the implementation of tier interventions and data collection during the same 60-calendar day initial evaluation window. They also provide guidance and assistance as needed throughout the process.

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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-

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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.

Once parental consent for evaluation is received, the consent date is logged and a corresponding 90-school day expiration date is calculated utilizing a 90-day consent calendar for the current school year. The dates are monitored closely by district staff to ensure the evaluation is conducted in a timely manner with no undue delay within the ninety school day window.

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

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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.

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

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

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

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

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

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

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

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.

At each school, all referrals for ESE services are maintained in the ESE office. As evaluations or re-evaluations are completed (i.e. psycho-educational evaluations, Speech/Language evaluations etc.) the evaluation reports are returned to the student's referral in the ESE office. An ESE Staffing specialist assigned to the school, reviews these referrals on a weekly basis and ensures an eligibility meeting is promptly scheduled. Also, ESE secretaries at each school help to monitor this process daily, and they are tasked to ensure eligibility meetings are scheduled within a reasonable time frame. Once an evaluation is complete, eligibility meetings are typically held within three weeks. In the unusual instance that an evaluation or re-evaluation has been completed but additional data do not yet exist sufficient to make an eligibility determination, the district will expedite its efforts to obtain all such data and will convene an eligibility team meeting without unreasonable delay generally no later than three weeks following the completion of the student's evaluation.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances.

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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

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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.

> The ESE teacher is responsible for searching the database monthly to determine the three-year reevaluation due date for his/her assigned case load. Working in conjunction with the ESE secretary the reevaluation review meeting is scheduled, often times in tandem with the annual IEP review. At the review step IEP meeting the team determines the areas for which additional assessment is needed, if any. Parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained and the reevaluation is completed.

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.

> Various school staff may identify the need to conduct a reevaluation more frequently than the three-year required reevaluation. In these cases the ESE secretary schedules the reevaluation review meeting as soon as possible and within a reasonable time frame. Parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained. When appropriate, the RTI and/or referral process is initiated. The reevaluation is completed within a reasonable amount of time (typically within six weeks or if applicable, within six weeks of the completion of the RTI or referral process)and eligibility staffings and IEP meetings are scheduled and held.

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.

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

When a parent requests a reevaluation, the IEP team convenes within a reasonable amount of time (within three weeks to 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. The team identifies what additional data may be needed and parental consent for reevaluation is obtained, if appropriate. The district follows all of the reevaluation procedures listed in this section of the SP&P (H.2 Conducting Student Evaluations and Reevaluations). 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 for ensuring that an assistive technology assessment is completed within 60 school days after an IEP team makes the recommendation.

Through the reevaluation review step meeting, at an IEP review, an assistive technology assessment may be recommended. When it is, consent for reevaluation is documented. The ESE secretary logs the date of recommendation and the 60-school day expiration date and notifies the assistive technology specialist. The assistive technology specialist logs the due date and completes the evaluation within the 60-school days, including a functional evaluation of the student in his/her customary environment. There is no provision for adjustment of this 60-school day timeline due to student absences.

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.

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Section I: Independent Educational Evaluations

Statutory and Regulatory Citations

34 CFR §300.502
Rule 6A-6.03311, F.A.C.

Definition

An independent educational evaluation (IEE) is an evaluation conducted by a qualified evaluation specialist who is not employed by the school district responsible for the education of the student in question.

General

1. The parents of a student with a disability have the right to an IEE at public expense if the parent disagrees with an evaluation obtained by the school district.
2. The parent of a student with a disability is to be provided, upon request for an IEE, information about where an IEE may be obtained and the school district criteria applicable to IEEs.
3. Public expense means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
4. Whenever an IEE is conducted, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluation specialist, shall be the same as the criteria used by the school district when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an IEE.
5. The school district may not impose conditions or timelines for obtaining an IEE at public expense other than those criteria described in rule 6A-6.03311, F.A.C.
6. If a parent requests an IEE at public expense, the school district must, without unnecessary delay, **either** :
    - Ensure that an IEE is provided at public expense.
    - Initiate a due process hearing under 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:
    - The school district shall consider the results of such evaluation in any decision regarding the provision of FAPE to the student, if it meets appropriate school district criteria described in Rule 6A- 6.03311, F.A.C.
    - The results of such evaluation may be presented by any party as evidence at any due process hearing regarding that student.
10. If an administrative law judge requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

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Describe the district's policies and procedures for responding to a parent's request for an IEE at public expense.

When a parent requests an IEE at public expense, district personnel are trained to ensure that this request (whether in writing or verbal) is forwarded immediately to the district's ESE Director. The ESE Director/designee will address whether the request is truly one for an IEE (because the district has completed its own evaluation with which the parent disagrees). If it is not an appropriate request for an IEE, the ESE Director/designee will discuss that with the parent and attempt to address the parent's other concerns. If the request, however, is truly one for an IEE because the parent disagrees with an evaluation that the district has conducted, the ESE Director/designee may ask the parent to provide a reason why he/she objects to the district's evaluation, but this explanation may not be required and cannot unreasonably delay the district's response to the parent's request for an IEE. Upon receipt of the parent's request for an IEE, the ESE Director/designee will provide the parent with a list of qualified independent evaluators and the district's criteria applicable to conducting IEEs (i.e., the criteria under which an evaluation can be obtained, including the location of the evaluation and the qualifications of the examiners, which are the same criteria used by the district when it initiates an evaluation). Should the parent ask for an IEE by someone who is not on the district's list of qualified evaluators or one that does not meet district criteria, the parent will be provided the opportunity to demonstrate why his/her right to an IEE mandates their choice of evaluator or waiver of district criteria. The ESE Director/designee must make a decision upon the parent's request for an IEE without unnecessary delay and, generally, within 10 school days from receipt of the parent's request. If it is decided that the district will not fund the requested IEE, the ESE Director/designee must 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. If the ESE Director/designee decides that the parent's request for an IEE will be granted, the ESE Director/designee will make the arrangements for the completion of the IEE at public expense (or funding for an IEE already obtained by the parent). The ESE Director/designee will ensure that the results of the IEE are considered by the IEP team in any subsequent decisions made regarding the provision of FAPE to the child.

Describe the district's policies and procedures for consideration of the results of an IEE obtained at private expense.

When an independent evaluation is obtained at private expense and the parent shares the results of the independent evaluation with the district, the student's IEP team is required to meet to review and consider the results of the independent evaluation.

Part II. Policies and Procedures for Students with Disabilities

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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.

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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.

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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.

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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.

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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.

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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.

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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;

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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:

    - Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parent(s); or
    - Informed clinical opinion using qualitative and quantitative information to determine the need for early intervention services; and
    - Parent report, which can confirm or modify information obtained and describe behavior in environments that the district may not be able to access.

3. When a developmental delay cannot be verified by the use of standardized instruments, the delay(s) may be established through observation of atypical functioning in any one or more of the developmental areas. A report shall be written documenting the evaluation procedures used, the results obtained, the reasons for overriding those results from standardized instruments, and the basis for recommending eligibility.

Continued Eligibility for ESE Services

1. For a child three through five years of age, continued eligibility as a student with a disability under another category will be determined before the child is six years old.

2. For a child birth through two years of age (below 36 months), continued eligibility as a child with a disability will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

1. For a child three through five years of age

    a. As appropriate, the individualized family support plan (IFSP) or individual educational plan (IEP) shall be developed through interagency collaboration with the family and other providers of services to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03028, and 6A-6.03029, F.A.C.

    b. Because of the rapid development of young children, on-going observations and assessments shall be conducted as needed to plan for IFSP or IEP modifications.

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

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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.

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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

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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

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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

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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.

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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.

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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.

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

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

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

- ☑ This section is not applicable for the district.

Statutory and Regulatory Citations

34 CFR §§303.21 and 303.300
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rules 6A-6.03030, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

An infant or toddler with an established condition is defined as a child from birth through two years of age with a diagnosed physical or mental condition known to have a high probability of resulting in developmental delay. Such conditions shall include genetic and metabolic disorders, neurological disorders, a severe attachment disorder, an autism spectrum disorder, a sensory impairment (vision or hearing), or the infant's birth weight was less than 1,200 grams.

Eligibility Criteria

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

1. The infant or toddler is below the age of 36 months;
2. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
3. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has an established condition as defined in section (1) of Rule 6A-6.03030, F.A.C.; and,
4. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Continued Eligibility

Continued eligibility for exceptional student education programs will be determined before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

The individualized family support plan (IFSP) shall be developed with the Local Early Steps, the family, and other providers of service to the child and family, and shall include services to provide the parent, guardian, or primary caregiver the opportunity to acquire specific skills and knowledge that will enable them to enhance the child's cognitive, physical, social, communication, and adaptive behavior. In the provision of an appropriate educational program for eligible children with disabilities ages birth through two years, home instruction may include direct instruction of the parent, guardian, or primary caregiver.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for children birth through two years old with established conditions.

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

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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 students 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-3.03022, 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-3.03022. 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;

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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

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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.

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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.

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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.

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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.

DRAFT

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.

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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:

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- 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

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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

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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 Written Summary of Group Analysis of Data for Specific Learning Disabilities is used to document a student's eligibility for this program area. This two page form documents the areas of concern(s), a summary of observations, relevant medical information, diagnostic assessment results, evidence-based interventions at three tiers of instruction, results of interventions at each tier, analysis of intervention data and graphs, rate of progress, statement of need, careful consideration of exclusionary factors which may impact the data results, and a summary of eligibility criteria which includes the following: the areas in which the student does not achieve adequately for age or grade, the lack of adequate progress based on response to evidenced-based intervention, learning difficulties that are not primarily the result of a lack of evidenced-based instruction or any of the exclusionary factors, interventions needed that differ significantly in intensity and duration from what can be provided through general education resources alone, and documentation of parent(s)/guardian(s) notification regarding the amount and nature of student performance data collected and general education services provided, interventions for increasing the student's rate of progress, and the parent(s)/guardian(s) right to request an evaluation. Universal screening tools and progress monitoring devices used to measure a student's response to intervention include classroom, grade-level, district, and state-based assessments, both formative and summative, as well as Focus, the district electronic data system. The intervention team determines a student's response as either good, questionable , or poor based on a student's progress toward the measurable short-term goal which delineates the expected reasonable progress over time. Poor, questionable, and good progress are incremental with poor indicating significantly limited success and a need to intensify interventions, questionable indicating progress is being made but may be inadequate to close the gap in a timely fashion so redesign of the intervention(s) may be warranted, and good indicating success in the trajectory to close the gap and possibly beginning to fade intervention(s).

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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 engaged throughout the problem-solving process through initial contact using the Parent Notification of Intervention Activities and throughout the process using the Parent Notification of Meetings and Conferences which are the meetings and conferences scheduled to review screening results, discuss appropriate general education interventions, anticipated outcomes of interventions, recommendations based on student response to interventions, potential future plans, review of current information including interventions attempted, standardized test results, progress monitoring data, teacher observations, grades, medical records, attendance records, discipline records, and other relevant information to determine whether there is a need for evaluation and subsequent consent if evaluation is warranted. In addition, this parent notification form is also used to discuss speech concerns, if applicable and if warranted, obtain consent for a speech screening, discuss the results of speech screening and consider consent for evaluation for speech. When recommendations based on response to interventions and potential future plans are discussed with the parent, a graph depicting the progress a student has made for each intervention is shared with the intervention team and parent. The graph includes baseline data, the short-term goal, frequent data points, the long-term aim, and the trend line. Typically the interventionist shares progress monitoring data with parents/guardian every four weeks until the student meets the long-term goal or the data indicates a need for long-term intensive interventions and supports.

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.

To make comparisons to other students, the district provides an online data bank that can disaggregate a multitude of data from different sources to make appropriate comparisons. This system is especially beneficial when working with English Language Learners and the population at a particular is too small to make comparisons as this system allows comparisons to be made district-wide. When addressing the exclusionary factors, teams review the referral components that include some or all or of the following results/information for decision-making: vision and hearing screenings, medical records, intellectual ability, social/emotional concerns, discipline history, English-Language Learner history, attendance records, enrollment history, classroom observations, socio-economic status, and parent input.

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.

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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

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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

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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

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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:

   - The model, specifying the type and amount of direction, including direct observation, support, training, and instruction
   - The rationale for using this model
   - The manner in which the associate will be required to demonstrate competency
   - The process for monitoring the quality of services
   - The process for measuring student progress
   - The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel

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

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

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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.

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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

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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

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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

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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.

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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

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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.

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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.

DRAFT

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.

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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

DRAFT

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.

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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, 1002.20, 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; and

   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 be accompanied by an adult of their choice at a meeting with school district personnel.

      - 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.

DRAFT

- 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 Standards 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 or more, 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

DRAFT

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, 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.

> Maintaining the minimum IEP team members, the LEA representative may excuse others with parent agreement. This will be reflected on the IEP.

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.

DRAFT

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 https://www.flrules.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

DRAFT

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.

The consideration of Extended school year (ESY) services (special education and related services) for students are required if the IEP team or Individualized family support plan (IFSP) has reason to believe that the provision of a free appropriate public education (FAPE) for an individual student would be jeopardized without such services. It is important that a variety of criteria or factors be considered when determining whether ESY services are necessary in order to ensure the provision of FAPE. When determining the need for ESY services (special education and related services) for individual students, IEP or IFSP teams engage in a determination of needs process that entails examining the following information and data: • Regression/Recoupment - Without special education and related services there is a substantial likelihood of substantial regression of critical skills caused by the school break and a failure to recover those lost skills in a reasonable time following the school break. • Interfering Behaviors- the IEP committee determines whether any interfering behaviors, such as stereotypic, ritualistic, aggressive, or self-injurious behaviors targeted by the IEP goals and objectives have prevented the student from receiving benefit from the educational program during the previous school year and whether interruption of instruction on those objectives caused by a school break will prevent the student from receiving benefit from the educational program during the next school year. • Critical Point of Instruction - The IEP committee determines whether, without ESY services, the student requires instruction in a critical area(s), which results in the likelihood of preventing the student from receiving benefit from the educational program during the regular school year without ESY services. • Emerging Skills Breakthrough – The IEP team reviews all goals and objectives targeting critical life skills to determine whether any of the skills are at a breakthrough point. When critical life skills are at this point, the IEP committee determines whether the interruption of instruction on those goals and objectives caused by the school break is likely to prevent the student from receiving benefit from the educational program. • Nature/Severity of Disability - The IEP committee determines whether, without ESY services, the nature and/or severity of the student's disability is likely to prevent the student from receiving benefit from the educational program during the regular school year without ESY services. • Degree of Progress- The IEP committee reviews the student's progress toward goals on critical life skills and determines whether without ESY services, the student's degree of progress toward the goals will prevent the student from receiving benefit from his/her educational program during the regular school year. • Extenuating Circumstances - The IEP team considers any extenuating circumstances related to the student's current situation, such as parental concerns, legal considerations, and special needs of the students, not covered above. Examples of students who may require ESY services under this criterion include, but are not limited to, the following: (a) A student who has recently obtained paid employment and requires the services of a job coach in order to maintain successful employment. (b). A student who requires ESY services in order to remain in his or her existing LRE and prevent movement to a more restrictive setting. (c). A student whose frequent health-related absences have significantly impeded progress on goals related to critical life skills. IEP teams consider a student's need for ESY at each annual IEP review and again at interim IEP reviews if applicable. Data collection is ongoing throughout the school year, and as an added measure, IEP teams consider the need (review available information and analyze data) for ESY for all ESE students in the early spring. IEP meetings are scheduled accordingly. In an effort to address any negative impacts related to emergency school closures, ESY may not be limited to summer, and IEP teams can consider the implementation of ESY throughout the school year. ESY services may be delivered remotely, or face to face and will be designed to assist to close any learning gaps, including related services therapies, as well as preview for the next grade level. It is important to note that ESY services provided throughout the school year are not meant to supplement the annual ESY consideration requirement for SWDs. Appropriate data to be reviewed may include, but is not limited to, the following: Pattern of regression after past breaks in service, negative impacts of emergency school closures, individualized education plans, positive behavioral support plans, report cards, work samples, probes/running records, pre/post-test before/after breaks, teacher-made checklists, frequency charts, progress on annual goals, anecdotal records from home/school, referrals/discipline files, point sheets, therapy logs, and other documentation related to extenuating circumstances. In addition, parents, teachers, and other professionals are all valuable sources of information.

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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.)

The district has procedures for informing staff that varying amounts, types and durations of ESY services (special education and related services) are based on the individual needs of a student. Examples of various types of ESY include the following: direct instruction or support facilitation once or more per week, therapy, web-based learning (with or without periodic consultation or support facilitation), computer software, take-home instructional materials, and consultation. Also, some students may engage in credit recovery during the regular school year. District staff (ESE administrators, ESE Staffing specialists, and ESE Curriculum specialists) share this information with all ESE teachers at the start of each school year. In addition, ESE specialists meet with school-based ESE teacher teams on a monthly basis and share this information periodically. When IEP teams consider a student's need for ESY, they are encouraged to engage in a structured determination of needs process. The process in part requires teachers to consider varying amounts, types, and durations of ESY services based on the student's individual needs. An ESE district specialist monitors the various ESY service delivery models and helps to ensure the district's ESY policies and procedures are implemented with fidelity. Also, district ESY best practices and procedures are detailed in the district's ESE Admissions and Placement manual. This manual is accessible to all ESE and general education teachers.

DRAFT

l. 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. Prior Written Notice
   Written notice must be given to the parents of a child with a disability within a reasonable time before the district:

   a. Proposes to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE; or

   b. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
      The content of the notice must be written in language understandable to the general public and provided in the native language or other mode of communication used by the parents unless it is not feasible to do so. If it is not feasible, the district must take steps to ensure that there is evidence that the notice is translated orally or by other means to the parents in the native language or other mode of communication used by the parents and must include the following:

      - A description of the action proposed or refused by the district;
      - An explanation of why the district proposes or refuses to take the action;
      - A description of each evaluation procedure, assessment, record, or report the district used as a basis for the proposed or refused action;
      - A statement that the parents of a child with a disability have protection under the procedural safeguards if the notice is not an initial referral for evaluation and the means by which a copy of a description of the procedural safeguards can be obtained;
      - Sources for the parents to contact to obtain assistance in understanding the notice;
      - A description of other options that the IEP Team considered and the reasons why those options were rejected; and
      - A description of other factors that are relevant to the district's proposal or refusal.

9. 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 compliance with state and federal law. (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 Standards 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 an exemption due to medical complexity in accordance with s. 1008.22(11), 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.

10. Transitional needs addressed within IEP

a. Before a student 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. 1003.4285, 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.

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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 section b (above) 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.

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

12. High School Graduation Requirements for Students with Disabilites

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(110) 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(11), F.S. Students who entered Grade 9 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

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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 Standards Alternate Assessment 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 Standards Alternate Assessment 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

DRAFT

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.

13. 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:

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a. Administration of an alternate assessment pursuant to s. 1008.22, F.S., and instruction in the state standards access points curriculum.

b. Placement of the student in an ESE center school.

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

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

In accordance with 34 CFR §300.503, each consent form must be provided in the parent's native language as defined in 34 CFR §300.29. Consent forms can be accessed at the following link: 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), F.S., 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.

14. Least restrictive environment (LRE) and placement determinations

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

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

  The district completed the BPIE.

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

> District Assessment and Planning Dates: Best Practices for Inclusive Education (BPIE) Self-Assessment Date: October 19, 2017 Plan for Inclusive Education: Short and Long-Term Improvement Efforts: July 7, 2020 Scheduled/future Plan for Inclusive Education Review: October 2020; September 2021

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

> October 15, 2020

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

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

Students with disabilities are educated in the least restrictive environment. The regular classroom is the first placement option for special education services to be considered, but for some students additional placement options may be necessary. The district offers a variety of alternative placements for students with disabilities: Regular Class, Regular Class with Support, Resource Room, Self-contained classes (InD, ASD, EBD, LI) Alternative Discipline Settings, and Hospital/Homebound Instruction. Special classes, special schooling, or other removal of exceptional education students from regular classes shall occur only when the nature or severity of the handicap cannot be satisfactorily accommodated with supplementary aids and services in the regular classroom. The emphasis on participation in the general education curriculum is intended to focus attention on the accommodations or modifications necessary to enable students with disabilities to access the general education curricula as well as a strong presumption in favor of a regular classroom placement. The district contracts with the Clarke School in Duval county. The Clarke school provides services to students with visual impairments ages 3-5 full time; students with visual impairments grades K-8 itinerate; students who are Deaf/Hard of Hearing full time or itinerate grades PreK-5; students who are Deaf/Hard of Hearing itinerate grades 6-12.

Describe the district's procedures regarding provision for supplementary services to be provided in conjunction with regular class placement.

The extent to which an individual student participates in the regular education setting with the use of supplementary aids and services is determined on a case-by-case basis by the individual educational plan team. This requires individualized inquiry into the unique educational needs of each student so that the team can determine the possible range of aids and supports that would enable the student to be educated satisfactorily in the regular education environment before a more restrictive placement is considered. Supplementary services are provided in regular education classes, nonacademic, and extracurricular settings to enable students with disabilities to be educated with students without disabilities to the maximum extent possible.

- In determining the educational placement of a student with a disability, including a preschool child with a disability, each school district must ensure that:
  - The placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
  - The placement decision is made in accordance with the LRE provisions listed above.
  - The student's placement is determined at least annually, is based on the student's IEP, and is as close as possible to the student's home.
  - Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that he or she would attend if nondisabled.
  - In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs.
  - A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.
- In providing or arranging for the provision of nonacademic and extracurricular services and activities (including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups

DRAFT

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.

15. 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

16. 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.

17. 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.

18. IEP implementation and accountability

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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.

19. 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.

20. 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.

21. 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 state and federal law.

22. 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 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

23. Program options

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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.

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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.

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

The district provides Behavior Resource Teachers to selected sites. Training is provided to these teachers on a monthly basis. The Behavior Resource Teachers are responsible for providing that information to the teachers on their school campus. Safe Crisis Management training (restraint) is mandatory for all behavioral health assistants. ESE teachers are also trained in these procedures, and receive training in positive behavioral interventions. This training occurs on an annual basis. The district also provides training to individual teachers through the district ESE specialists for behavior and behavior analysis. County-wide professional development regarding positive behavior interventions and supports is offered during a summer institute for teachers.

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.

When the IEP team determines that the student has behavior that impedes his/her learning or the learning of others, such must be indicated on the IEP, and the IEP team must address that behavior in the development of the IEP. The team must address the student's behavior by reflecting, at a minimum, one of the following in the IEP: 1) that an FBA or BIP will/has been done and will/does exist for the student and is listed as a service in the IEP; 2) an IEP goal in the area of behavioral concern is included in the IEP; 3) specially designed instruction and/or related services are provided to address the behavior.

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.

The ESE discipline specialist monitors the out of school suspensions and provides reports to district personnel, school administrators, and ESE staffing specialists on a monthly basis. The ESE discipline specialist also reviews expulsion data as it becomes available throughout the school year. The discipline specialist attends all ESE expulsion meetings.

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

The district prohibits any SWD from being removed for more than ten (10) cumulative or consecutive days within a school fiscal year. Any disciplinary removal of a student with a disability for more than 10 days in a school year is considered a change of placement. If a decision is made that a change of placement via the use of disciplinary removals over 10 at a time or 10 cumulatively in a school year will occur for a student with a disability, the student's IEP team will be convened to conduct a manifestation determination review.

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

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- 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.

Upon receipt of the discipline referral packet a manifestation determination review is scheduled. In no case is the manifestation determination delayed more than five school days after the infraction. Required participants are the IEP team with appropriate composition required by law. In addition to those required IEP team members, additional participants may include targeted case managers, social workers, and school psychologists.

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

If an ESE student exhibits a need for a Functional Behavior Assessment (FBA) and a Positive Behavior Intervention Plan (PBIP), the IEP committee convenes to initiate and implement FBA/PBIP process. For students who already have an FBA and PBIP the IEP team will monitor, review, and revise the plan as appropriate at an IEP meeting. If a student has or receives 5 cumulative OSS days for the current school year, an IEP meeting will be held to review the student's ESE services, accommodations, behavior goals/objectives, and the team will develop or revise a functional behavior assessment and positive behavior intervention plan. If an ESE student receives or accumulates 10 days of OSS and is recommended for a change in placement, or with any decision to change the placement of a student as a result of a violation of the code of student conduct, a Manifestation Determination Review/IEP meeting will be conducted within ten school days of the decision. At this meeting, the IEP team will initiate or revise the a FBA/BIP and review the student's needs, ESE services, accommodations, and behavior goals. Whenever possible, school staff may bring a draft FBA/BIP for the IEP team to review and modify as necessary.

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

Our district conducts a county-wide ESE training during pre-planning. During this time, teachers are provided training in conducting FBAs and developing and implementing BIPs. All campus departments are in-serviced during the school year by curriculum specialists and/or staffing specialists.

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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

The student may return to his/her district campus or may be assigned to an alternative interim educational setting. These decisions are made by the IEP committees who convene as a result of recommendation for alternative placement (IAES). Examples of IAES include Bannerman Learning Center which is a separate campus and three elementary cluster sites.

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

In the event that a due process hearing would need to be initiated, the Superintendent's letter to the Division of Administrative Hearings (DOAH) would specify that the request is for an expedited due process hearing. Further, the school board attorney would communicate with both the parent and DOAH that the hearing needs to be expedited as per federal and state regulations.

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.

The district reviews and revises the IEP and FBA/PBIP to address a change in placement and there is never a cessation of services, as mandated by legal requirements. Any removal for more than the original suspension will result in placement in the district’s Interim Alternative Educational Setting (IAES). The district's IAES has ESE teachers on staff to ensure that students with disabilities placed in the IAES will continue to receive educational services to enable them to participate in the general curriculum, to progress toward meeting IEP goals and to receive (as appropriate) behavioral intervention services and modifications designed to address the inappropriate behavior so that it does not reoccur.

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.

Each school is assigned a district behavior site coach who provides guidance to staff in the areas of data collection/summary/presentation and the use of evidence-based interventions. Often this includes classroom observation and demonstration of recommended strategies. Additionally, the district utilizes ESE curriculum specialists, ESE staffing specialists, ESE district administrators, and mental health counselors to provide training and supports to staff members working in the IAES setting.

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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.

Parents are provided written prior notice to attend an IEP meeting. No decisions regarding student placement or removal are made prior to the IEP meeting. If the IEP team decides to change the placement, prior written notice is provided to the parent along with procedural safeguards. If the parent is not in attendance they receive written notice in addition to procedural safeguards. This procedure is applicable for all violations of the code of conduct including expellable offenses.

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

The ESE discipline specialist monitors the initiation/duration dates on the IEP and has an electronic filing system to ensure the 45 school days are not exceeded. An interim IEP meeting is held before the duration date.

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

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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 district has procedures and forms for due process hearings which include the requirement for setting up a resolution meeting within seven days of a request for an expedited hearing. The ESE Director and school board attorney are responsible for scheduling the resolution meeting utilizing district developed forms and correspondence.

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

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- 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.

The principal, in most cases, makes the recommendation regarding the disciplinary action and transmits copies of all records including disciplinary reports to the IEP team and when appropriate, the school board. These records are provided only to appropriate legal authorities.

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.

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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

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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.

DRAFT

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.

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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.

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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.)

> Districtwide Assessments: i-Ready Mathematics, grades K-8 i-Ready Reading, grades K-3 Achieve 3000 Reading, grades 4-12 Performance Matters Reading, grades 3-10 Performance Matters Science, grades K-8 plus Biology Performance Matters Math Assessment, grades K-8, Algebra I, Geometry Clay Writes, Grade 4-8 Corresponding Alternate Assessments* Brigance Inventory of Early Development III (Birth - 8) Brigance Inventory of Early Development III Standardized (Birth - 8) Brigance Comprehensive Inventory of Basic Skills II (PreK-9) Brigance Comprehensive Inventory of Basic Skills Standardized II (Pre-K – 9) Brigance Transition Skills Inventory (Middle & High School) Assessment of Basic Language and Learning Skills Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) *Corresponding alternative assessments are selected based on student achievement/functioning levels.

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?

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Reading

1.7

Mathematics

1.8

Science

1.8

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.

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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.)

The Clay County Exceptional Student Education (ESE) Department provides professional development and ongoing guidance to IEP teams outlining the specific procedures for determining the type of standards students with disabilities will receive instruction in and how they will participate in the statewide assessment system. First and foremost, the ESE department believes that all students should be academically challenged and taught to high standards, and the general education curriculum is to be the first consideration for providing educational services to a student with a disability. IEP teams are guided to carefully consider and remain cognizant that qualifying a student for standards based instruction via Florida Standards Access Points can significantly impact the extent of a student's access to postsecondary opportunities. Most importantly, all IEP team decisions regarding which standards and methods of assessment are most meaningful and appropriate for each individual student should be based on the holistic view of the student and not on any one factor (i.e. type of exceptionality or level of academic performance). To determine if a student will receive instruction in Access Points, teams review and discuss a variety of sources of information. A history of poor performance on state assessments or deficient reading scores in and of itself does not necessarily qualify a student as having a significant cognitive disability. Reliance on intelligence quotient (IQ) scores alone is not sufficient. Therefore, IEP teams review all available student information for evidence of a significant cognitive disability. Such information includes the following: • psychological assessments • achievement test data • previous statewide assessment and district-wide test scores • aptitude tests • observations • attendance records • medical records • mental health assessments • adaptive behavior assessments • language assessments • curricular content • school history • student response to instructional intervention IEP teams utilize an Access Point Course Decision Tree Flowchart to guide the decision making process. The flowchart is a visual outline of the process for determining instruction and assessment decisions for students with disabilities. IEP teams are encouraged to use this process in conjunction with their collaborative knowledge and established IEP practices to determine the most appropriate means of assessment. In addition to the flowchart, IEP teams work through a systematic process contained in all Clay County IEPs. The IEP team is charged with answering the following questions as a guide in the decision-making process to determine how a student with disabilities will be instructed and participate in the statewide, standardized assessment program. 1. Does the student have a significant cognitive disability? 2. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials, does the student require modifications, as defined in Rule 6A-6.03411(1)(z), F.A.C., to the grade-level general state content standards pursuant to Rule 6A-1.09401, F.A.C.? 3. Does the student require direct instruction in academic areas of English language arts (ELA), mathematics, social studies, and science based on Access Points in order to acquire, generalize, and transfer skills across settings? If the IEP team determines that all three of the questions accurately characterize a student's current educational situation, then the team could decide to enroll the student in access courses and utilize the Florida Standards Alternate Assessment to provide meaningful evaluation of the student's current academic achievement. In addition, the IEP team will determine how the student participates in the FSAA (Performance Task or Datafolio Participation). During IEP team meetings when the FSAA is being considered, the parents are provided with information to help them understand the state's assessment options so they can meaningfully participate in the IEP decision-making process. In accordance with Rule 6A-6.0331(10)(b), F.A.C. If the decision of the IEP team is that the student will participate in access courses and be assessed through the FSAA, the parents and/or guardians of the student must give signed consent to have their child instructed in Access Points and their child's achievement measured based on alternate academic achievement standards. This decision is documented on the Parental Consent Form—Instruction in the State Standards Access Points Curriculum and Statewide, Standardized Alternate Assessment. In addition to the processes above, the ESE department developed and implemented an ongoing monitoring process to help ensure IEP teams are adhering to the criteria for participation in FSAA, and to help ensure the data related to FSAA is accurately reported in the district-wide student information system. Whenever an IEP team determines a student will participate in access courses and will be assessed through the FSAA, an ESE specialist assigned to the school adds the student's name to a monitoring spreadsheet and reviews the student's IEP for accuracy. The ESE specialist verifies the student's exceptionality ensuring that students with a single exceptionality of, or a combination of, SLD, E/BD, or Speech/Language Impairment are not determined eligible for instruction in Access Points and assessment via FSAA. Also, the ESE specialist reviews the IEP team's decision-making process to determine how a student will be instructed and participate in the statewide, standardized assessment program to ensure the student meets the specific criteria. The district crafted the spreadsheet to include the FSAA items monitored by the FLDOE. For example, the count of students taking the FSAA but not enrolled in access courses, the student's primary exceptionality, the count of students who have no ESE status, and the count of students with no reported indication the student has a cognitive disability. Furthermore, the ESE specialist ensures parent/guardian consent for instruction in the state standards access points curriculum and statewide, standardized alternate assessment is obtained. Once the data is confirmed, the ESE specialist ensures the student's ESE program data is entered correctly into the district's student information system. As errors are revealed (i.e., students don't meet the FSAA criteria or have student data entry errors), corrections occur immediately. IEP meetings are conducted as applicable.

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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).

The first step in identifying circumstances within the district that may contribute to a higher enrollment in FSAA was to ensure the district's data is correct. At the start of the 19-20 school year, the district placed a heightened emphasis on data monitoring and implementing best practices (described previously) for determining which students will be assessed using the FSAA. Due to the pandemic school closures and assessment waivers for the 19-20 school year, the effect of this process will not provide 19-20 comparison data for the previous year until after the FSAA 20-21 test administration. The school district identified specific programs that may contribute to a higher enrollment of SWDs assessed through the FSAA. The United States Navy has designated the Jacksonville Navy base as one of the homestead sites that provides unique assistance to families who have children with significant special needs. Active duty members can request to be assigned to the Jacksonville base in order to obtain special needs educational services for their children. Due to an excellent educational reputation, many of these families choose to reside in Clay County and enroll their children with significant special needs in Clay County District Schools Another factor contributing to a higher number of students assessed through the FSAA is Clay County is the site for nine group home companies that provide residential care for students with significant cognitive disabilities and significant behavioral challenges As the district engages in and strengthens the processes previously discussed, it's important to note that the greatest reduction of student participation in the FSAA can be realized through a collaborative, intentional, district wide effort to expand inclusion opportunities for students with significant cognitive disabilities. Beginning in the 18-19 school year the district began making a concerted effort to exercise and provide guidance to schools for best practices in inclusive education by increasing inclusion opportunities for students with significant cognitive disabilities. Schools are working to support these students in the general education setting with the goal of enabling the students to access and participate meaningfully in the general education curriculum and assessments to the greatest extent possible. ESE students receive a combination of differentiated instruction and curriculum/assessment accommodations from a general education teacher, in combination with ESE specially designed instruction and services delivered by an ESE teacher and related services personnel if applicable. As this district wide initiative expands and students grow and flourish over time, the district hopes to reduce the number of students participating in the access points curriculum and alternate assessment.

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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.

During the 18-19 school year Clay County school District's count of all students tested were as follows: 21,647 in mathematics, 23,241 in ELA. and 8,949 students in Science. Out of these total students tested, the count of students whose only subject was an FSAA was 390 in math, 395 in ELA, and 160 in Science. This resulted in the district's 2018–19 FSAA participation percentages in FSAA: Mathematics 1.8 Reading 1.7 Science 1.8 The review of the district's FSAA revealed a count of students whose only subject test was an FSAA but were not enrolled in an access course associated with the FSAA they took. In math, there were 10 students (2.6% of total 390 students), ELA 10 students (2.5% of total 395 students), and in science 4 students (2.5% of total 160 students). Once these students were identified, the school examined the student's schedule and found students were enrolled in general education classes while receiving instruction in access points. The schedules were corrected to reflect access courses in the inclusion setting. For select students the IEP team convened to change the student back to the general state assessment. When reviewing the subgroup data for primary exceptionalities, the majority of the students assessed by FSAA were students with the primary exceptionality of InD and ASD. The data shows 216 out of 390 students in math, 219 out of 395 in ELA, and 88 out of 160 all had the primary exceptionality of InD. 142 out of 390 students in math, 143 out of 395 students in ELA, and 55 out of 160 students all had the primary exceptionality of ASD. The combined totals for both InD and ASD are: Math - 358 out of 390 students ELA - 362 out of 395 students Science - 143 out of 160 students Other primary exceptionalities subgroups revealed one student with a traumatic brain injury, 1 student with a visual impairment, and one student who was deaf/hard of hearing. Upon review of IEPs, all of these students had secondary exceptionalities and were determined to have a significant cognitive disability. One student with the primary exceptionality of specific learning disability was assessed using the FSAA. The IEP team convened and changed the student's assessment method back to the general state assessment. One student was identified with a language impairment as the primary exceptionality. The student was also InD, but the primary exceptionality was incorrectly reported. There were 4 students with the primary exceptionality of emotional behavioral disabilities, 1 student who had no ESE status, and 8 students with no reported indication that the student has a cognitive disability. The school-based monitoring teams reviewed all of these IEPs verifying the accuracy of the decision-making progress as described in the previous section. IEP teams made changes as applicable. There were no students with the primary exceptionality of Speech Impaired or Gifted assessed using the FSAA. Further analysis of data revealed of the 49 public and charter schools in Clay County, there were 23 schools where no students were assessed using the FSAA. ESE programs for students with significant cognitive disabilities are clustered at the other 26 schools, so this would account for the varied count of students tested. Examining disproportionality with regard to ethnicity and alternate assessment participation is essentially an inquiry into whether certain ethnic subgroups are overidentified as having a significant cognitive disability. When examining the 19-20 school year data (derived from the district's student information system), the district identified 672 students with significant cognitive disabilities in grades 3-12 as Florida State Alternate Assessment participants. It is important to note that all of the students identified take all three FSAA assessments (ELA, Math, and Science). No students were identified as being assessed using a combination of the Florida Standards Assessment and the FSAA. As a result, the district disaggregated the total number of students by ethnicity rather than comparing the data by subject assessments (ELA, Math, and Science). Of the total 672 students 3 or .44% were American Indian/Alaskan, 13 or 1.9% were Asian or Pacific Islanders, 142 or 21% were Black/Non-Hispanic, 62 or 9.1% were Hispanic, 48 or 7.1% were Multi-racial, and 404 or 60% White/Non-Hispanic. The district compared this ethnic subgroup data to the district's overall student racial/ethnic subgroup membership data for all students ages 6-21 derived from the district's 2020 LEA profile. The findings revealed proportionality with a standard error of measurement of plus or minus 2 percentage points among the following subgroups: White/Non-Hispanic 60% LEA profile 62%; Hispanic 9.1% LEA profile 13%; Multi-racial 7.1% LEA profile 5%; Asian or Pacific Islanders 1.9% LEA profile 2% & <1% respectively; American Indian/Alaskan .44% LEA profile <1% The district's subgroup data White/Non-Hispanic, Hispanic, Asian or Pacific Islanders, and American Indian/Alaskan all had slightly lower percentages when compared to the LEA profile ethnic categories of all students. The district's Multi-racial ethnic subgroup was 2.1 percentage points above the LEA profile data for this subgroup, but the difference falls within a standard error of measurement of plus or minus 2 points. Disproportionality exists when there are atypical differences in the proportions of the students within the district's ethnic subgroup data when compared to the district's overall student racial/ethnic subgroup membership. The district compared it's 19-20 ethnic subgroup data to the data for all students ages 6-21 derived from the district's 2020 LEA profile. The findings revealed some disproportionality outside the standard error of measurement of plus or minus 2 points when comparing the Black/Non-Hispanic subgroup data. The Black/Non-Hispanic subgroup revealed 21% compared to the 2020 LEA profile 16%. The district's data was 5% above the Black/Non-Hispanic ethnic subgroup category for all students. In summary, the data review for the district's ethnic subgroup category revealed relative proportional percentages when comparing the district's data to the 2020 LEA profile data for all students with the exception of a small disproportionality for the Black/Non-Hispanic group. The disproportionality of 5% is not significant, but warrants enough attention to ensure the district and school-based personnel involved in evaluation activities and eligibility determination decisions remain cognizant of the cultural differences in students as well as IEP teams and general education teachers who work collaboratively to meet the needs of students with disabilities. The district's

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plan to continue to address areas of identified disproportionality and reduce the district's FSAA participation percentage to less than 1% include several strategies: Guide IEP teams to engage in the decision making process for FSAA based on qualitative data following prescribed procedures, educate parents to help them understand the state’s assessment options so they can meaningfully participate in the IEP decision-making process, continue to implement district wide monitoring processes making improvements as needed based on data, increase the number of students on access points/alternate assessment in the general education setting to the greatest extent possible, and support strategies that encourage or allow students to participate meaningfully in the general education curriculum and general assessment. Additionally, provide professional development to teachers with an emphasis on learning how to differentiate instruction, provide instructional or assessment accommodations, and deliver specially designed instruction in the general education setting depending on the roles/needs of teachers. Furthermore, provide teachers and school personnel strategies for cultural awareness/competence, and continue to reinforce practices that ensure students are evaluated with objectivity and without bias while remaining sensitive to cultural differences.

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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.

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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.

The district ESE Program Specialist for Prekindergarten Children with Disabilities attends all transition conferences scheduled monthly by the Service Coordinator for Early Steps. Children receiving services from Early Steps will be scheduled for a transition conference at least 90 days prior to his or her third birthday. The transition conference meeting includes Early Steps personnel, the district's ESE Prekindergarten program specialist, and the family. Early Steps will provide a referral packet the district ESE PreK specialist at least 10 days prior to the transition conference for that child. The district ESE PreK program specialist reviews the referral prior to the transition conference. At the transition conference, the family, the Early Steps Services Coordinator, the ESE PreK program specialist reviews the referral packet and provides the family with written information to assist them in understanding the transition process and services available in the district. If the family wishes to be referred to the school district, the family provides consent for Early Steps to share BDI evaluation results with the school district. Also, the family is given the school district's Social/Developmental History packet to complete and return. After the transition conference meeting, the school district will collect referral components and obtain consent for evaluation. The parents will receive a copy of the district's procedural safeguards at the time consent is provided. Once the referral is complete, an appointment is scheduled for the student to be evaluated by the district's PreK Assessment Team. A reminder is sent to the family prior to the PreK Assessment Team appointment. The PreK Assessment Team completes necessary evaluations and holds an eligibility determination meeting during the family's PreK Assessment Team appointment. If the child is determined eligible, an IEP is completed by the PreK Team on the day of evaluation. If the IEP cannot be completed, multiple attempts are made to reschedule the IEP team meeting to ensure the IEP is written before the child's third birthday. Transition conferences and PreK Assessment Team meetings are scheduled year-round to ensure that eligible children will have an IEP in place by their third birthday.

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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.

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

Students with Disabilities Ages Birth through 2 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 individualized family support plan (IFSP) is a written plan identifying the specific concerns and priorities of families who have children with disabilities, ages birth through 2 years (below 36 months), 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 2 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 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 the special education and related services necessary to meet the unique needs of the child and the family to achieve the results or outcomes identified on the IFSP, including:

      i. Frequency, intensity and method of delivering services;

      ii. Location of the services;

      iii. Length of the services;

      iv. Funding source or payment arrangements, if any;

      v. Anticipated duration of these services;

      vi. Other services;

      vii. Projected dates for initiation of services for children birth through 2, which must be as soon as possible but within thirty (30) calendar days of the date the parent consents to the service, and the anticipated duration of these services;

      viii. 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 (3) through (5), or other services that may be available. The steps required for transition shall include:

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a. Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;

b. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;

c. Notification information to the school district for the purpose of child find;

d. 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,

e. Identification of transition services and other activities that the IFSP team determines are necessary to support the child.

e. A statement of the natural environments in which early intervention services, or special education and related services, are to be provided, and a justification of the extent, if any, to which the services will not be provided in a natural environment;

f. A statement of the strategies needed in order to meet the child's and family's outcomes;

g. The 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 early intervention or special education and related services identified in the IFSP, including transition services 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 the child was initially referred for evaluation to be responsible for implementing a child's and family's IFSP or appoint a new service coordinator;

h. Family demographic and contact information;

i. A statement of eligibility, including recommendations for children not found eligible;

j. A description of everyday routines, activities and places in which the child lives, learns and plays and individuals with whom the child interacts;

k. Identification of the most appropriate IFSP team member to serve as the primary service provider;

l. 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; and,

m. For children ages birth through 2 years:

i. Identification of 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 the Individuals with Disabilities Education Act, Part C, 34 CFR §303.344(e); and,

ii. A description of the steps the service coordinator or family will take to assist the child and family in securing additional supports not currently being provided.

2. Timelines for IFSPs for children with disabilities ages birth through 2 years. These timelines shall include the following:

a. For a child who has been evaluated for the first time and determined to be eligible, a meeting to develop the initial IFSP must be conducted within forty-five (45) days from referral;

b. A review of the IFSP for a child and the child's family must be conducted every 6 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 parents and other participants. The purpose of the periodic review is to determine:

- The degree to which progress toward achieving the results or outcomes identified on the IFSP is being made;
- Whether modifications or revision of the results or outcomes or services are necessary; and

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- Whether additional needs have been identified based on ongoing assessment or observation.

c. A face-to-face meeting must be conducted on at least an annual basis by the IFSP team to re-determine eligibility and review the IFSP for a child and the child's family, and to revise, change or modify its provisions and assess the continuation of the outcomes, strategies and recommended services, as needed. The results of any current evaluations, and other information available from ongoing assessments of the child and family, must be considered at the annual review of the IFSP to determine continuing eligibility and the early intervention services that are needed and will be provided.

d. IFSP meetings must be conducted:

   i. In settings and at times that are convenient to families;

   ii. 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 must be 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 must be fully explained to the parent(s) and informed written consent from the parent(s) must be obtained prior to the provisions of early intervention services described in the plan. If the parent(s) does not provide consent with respect to a particular early intervention service, that service may not be provided. The early intervention services to which parental consent is obtained must be provided.

3. The IFSP must:

a. Family demographic and contact information;

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

c. The location and length of the early intervention services;

d. Funding source or payment arrangements, if any;

e. Anticipated duration of the services;

f. Other services to the extent appropriate;

g. A statement of eligibility, including recommendations for children not found eligible;

h. A description of everyday routines, activities, and places in which the child lives, learns, and plays and individuals with whom the child interacts;

i. Identification of the most appropriate IFSP team member to serve as the primary service provider;

j. 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;

k. 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;

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;

l. 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;

4. Participants in IFSP meetings (ages birth through 2 years)

Participants in the development of IFSPs (both initial and annual) for children with disabilities age birth through 2 years must include:

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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 individual outside of the family, if the parent(s) request that the individual 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.

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

i. Participating in a telephone or video conference call;

ii. Having a knowledgeable authorized representative attend the meeting; or

iii. Making pertinent records available at the meeting.

5. Provision of services before evaluation and assessments are completed. Early intervention services for a child with disabilities ages birth through 2 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:

i. The name of the service coordinator who will be responsible for implementation of the interim IFSP and coordination with other agencies and individuals;

ii. The early intervention services that have been determined to be needed immediately by the child and the child's family;

iii. Signatures of those who developed the IFSP.

c. The evaluation and assessments are completed within 45 calendar days from referral.

6. Financial responsibility. For children ages birth through two years, the school district shall only be responsible for the early intervention services specified and agreed to through the IFSP process.

Students with Disabilities Ages 3-5 Years

Statutory and Regulatory Citations

34 CFR §§300.323 and 303.340
Sections 1003.03, 1003.21 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 2 years or special education and related services to children with disabilities ages 3-5 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 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

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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 the special education and related services necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;

i. Frequency, intensity and method of delivering services;

ii. Location of the services;

iii. Length of the services;

iv. Funding source or payment arrangements, if any;

v. Anticipated duration of these services;

vi. Other services;

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;

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; and

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q. 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 3-5 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 3-5 years are in accordance with the requirements in Rule 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 3-5 years) include:

a. The parent(s);

b. Not less than one regular education teacher, if the child is or may be participating in the regular education environment;

c. Not less than one special education teacher 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.-d. of this subsection;

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,

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- 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. Paragraphs a.-c. of this subsection 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 nonmedical care and room and board, must be at no cost to the parents of the student.

6. For children ages 3-5 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

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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

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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.

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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

DRAFT

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

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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.

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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

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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.

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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

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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.

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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;

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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.

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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.

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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;

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        - 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

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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.

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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

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- ☐ 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

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- ☐ 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

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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

41,037

Total Number of Gifted Students

2,470

Percent of All Gifted Students

6.02%

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

Number of LEP Students

940

Number of LEP Gifted Students

26

Percent of LEP Gifted Students

2.76%

Percentage of LEP Gifted Compared to Total Number of Gifted Students

1.05%

*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

17,081

Number of Low SES Gifted Students

1,528

Percent of Low SES Gifted Students

8.94%

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

61.86%

*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).

According to Rule 6A-6.03019(2)(b)(I), Florida Administrative Code (FAC), under-represented groups include students who are limited English proficient (LEP) or from a low socio-economic (SES) status family. Pursuant to the eligibility provisions of Rule 6A-6.030 19(2)(b)2, FAC, the goal is to achieve a representation of eligible students in programs for the gifted that is representative of the student population in the Clay County District Schools. The Clay County plan targets students in both of these groups. The district's goal is to increase the percentage of students from under-represented groups (LEP & SES) by 0.5% above the Fall 2019 data for each targeted group. The percent of LEP Gifted students will increase from 2.76% to 3.26% and the percent of low SES students will increase from 8.94% to 9.44% The district expects a 1.5% increase in both under-represented groups over the next three years. It should be noted that both the LEP and low SES designations are subject to change for individual students. (For example, many LEP gifted students quickly master the language and then are no longer classified as LEP.) The long term district goal for Clay County is to achieve proportional representation in the gifted program of all currently under-represented populations.

1. **Screening and Referral Procedures**
    - A description of the screening and referral procedures that will be used to increase the number of students referred for evaluation
2. **Student Evaluation Procedures**
    - A description of the evaluation procedures and measurement instruments that will be used
3. **Eligibility Criteria**
    - A description of the criteria, based on the student's demonstrated ability or potential in the specific areas of leadership, motivation, academic performance, and creativity, that will be applied to determine the student's eligibility; if a matrix is used when determining eligibility, a copy is included as an attachment
4. **Instructional Program Modifications or Adaptations**
    - A description of the instructional program modifications or adaptations that will be implemented to ensure successful and continued participation of students from underrepresented groups in the existing instructional program for students who are gifted
5. **District Evaluation Plan**
    - 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

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

Select from the following:

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

- [x] 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:

> Clay County District Schools does not have a developmental research (laboratory) 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."

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

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Appendix G: District Procedures During a Declared State of Emergency

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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 unforeseen circumstances beyond the school district's control, there may be times when it is necessary to close schools to ensure the safety, health, and well-being of our students, staff, and community as a whole. Clay County District Schools (CCDS) are prepared with educational opportunities for our students to continue instruction through distance learning if a prolonged school closure should occur. Our mission is to work collaboratively with all stakeholders to provide a public education experience that is motivating, challenging, and rewarding for all children. The Clay County District Schools has developed an Instructional Continuity Plan for Emergency Closures of District Schools (ICP) that outlines the experience all students (including students with disabilities) will have when students are unable to physically attend school because of school closure. Our commitment to parents and students entails: a). The Instructional Continuity Plan experience will empower all students to achieve their learning goals, have opportunities to collaborate online, and persevere through challenges offsite. b). Students will be supported through modeling, differentiation, individual feedback, and opportunities for reflection and revision through e-learning tools and online platforms. c). CCDS will provide instruction and support that encourages students to be inspired, passionate and motivated to meet their learning objectives and targets. d). To provide all of our students with work that can be done at home, which will keep them focused on the essential areas of study and course work that they would otherwise be learning about in school. e). Our dedicated teachers will commit to careful planning, maintaining an online presence during normal working hours, and providing regular guidance, feedback, and support on the work set. f). Teachers will follow a timetable so students know when to expect work from their teachers while at the same time ensuring students are not overloaded with work. Throughout the years, the District has compiled a comprehensive collection of online content and digital resources that is available to all students enrolled in CCDS through the OneClay portal. CCDS also provides Chromebooks for students to check out for home use to ensure that district students can continue their learning without interruption. The Instructional Continuity Plan has three main components: Instructional Overview, Distribution of Mobile Devices, and Internet Access. Instructional Overview explains which resources teachers and students will use for core instruction and which materials can be used as supplemental resources to enhance core instruction. Distribution of Mobile Devices provides the steps the District is taking to ensure that any district student who needs a mobile device to access the instructional resources will be provided with one, upon request, for the duration of the schools' closure. Internet access poses the greatest challenge to ensuring that CCDS students can continue their studies while at home. The district's partnerships with service providers are crucial to providing free or reduced-cost internet service to students should the District close in case of emergency situations. With that being said, during emergency closures, the District will provide a printed packet option for students who are unable to gain access to the internet. In the event of a declared state of emergency resulting in school closures, the school district convenes an Instructional Continuity Plan (ICP) team that essentially is an emergency crisis response team to coordinate all school district procedures during a crisis. The core instructional continuity team includes representatives from a wide range of school personnel, including, but not limited to, the superintendent and senior level administrators, district and school administrators, Exceptional Student Education (ESE) administrators, instructional and ESE specialists, school psychologist team leader, district nurse, mental health coordinator, school counselor and 504 coordinators, instructional technology administrators, facilities and transportation administrators, clay county health department representative(s), clay county emergency management representative, and school district law enforcement chief. ESE administrators and ESE specialists are integral participants on the district ICP team, and they work in collaboration with the ICP team to address all topics, procedures, and guidance needed to address the needs of all students with disabilities district wide. During emergency school closures, exceptional student education teachers and related service providers are committed to making good faith reasonable efforts to provide students with disabilities a Free and Appropriate Public Education (FAPE) by meeting their individualized needs. In addition to the district's ICP, students with disabilities will have a temporary distance learning plan. The distance learning plan will reflect (with input from the parent) what can be appropriately and feasibly provided to benefit and support the learning of each individual student with a disability. FAPE may include, as appropriate, special education and related services provided through distance instruction, teletherapy, telephonically, individualized offline activities, or a combination of delivery methods. Schools will work closely with families to ensure SWDs are provided with a device to access online instruction and resources. Once a state of emergency is declared and school closures are ordered, each student's special education and related service provider(s) (and general education teachers, where appropriate and feasible) will contact parents to solicit their input regarding the feasibility of providing services and to collaboratively develop their child's Temporary Distance Learning Plan. In addition an informational letter is sent to parents describing the temporary distance learning plan, confidentiality of virtual instruction, and how it relates to their student(s). Parents are advised that the temporary distance learning plan is not a proposed change of placement or an IEP amendment. Rather, the plan is a temporary plan for providing distance learning services that will benefit their child in light of the current circumstances. The temporary distance learning plan can be implemented during any declared state of emergency, and once it is implemented it can be modified at any time to meet the unique needs/circumstances of a student. A student's temporary distance learning plan will include the following information: Student's preferred mode of engaging in instruction (i.e. online, offline, telephonically, or a combination of any of these), name of person providing the ESE service, description of service provided, accommodations or modifications listed on student's IEP to facilitate student success, any unique tailoring of activities, student

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response(s) and/or input to instructional activities, parental input in the development and execution of the temporary plan, and any additional relevant notes. ESE teachers and related service personnel maintain documentation of the implementation of the temporary distance learning plan and parent contacts on an e-Learning Service Log or other log as appropriate. The goal for all ESE teachers and related services personnel is to make good faith reasonable efforts to provide services and tailor instruction to enable students to make progress on their annual goals and objectives. Goal progress will be shared with parents on a regular basis as it would occur in the brick and mortar setting. ESE personnel will establish a mutually agreeable means to share goal progress with parents/guardians based on the parents/guardians preferred means of communication (secure email, parent portal, or via U.S. mail). If a student has an individualized education plan (IEP) or a Gifted Education Plan (EP), in place when school is closed the plan stays intact. The placement and services in the IEP or EP remain as the child's "current placement and services" during the school closure period. These same services will be implemented when school reopens unless the IEP or EP team convenes to revise the student's ESE services for the brick and mortar setting. Unexpected school closures directly impact scheduling and conducting ESE and ESE related meetings. All meetings previously scheduled for the brick and mortar setting will be rescheduled in coordination with parents/guardians for the virtual environment. If needed, parents are provided with guidance to participate in virtual meetings to ensure they can participate fully. During the period of school closures, meetings will be held virtually as needed or required following the same procedures as they normally would occur in the brick and mortar setting. These meetings include but are not limited to: IEP, EP, Services Plans, parent requests for evaluation/reevaluation, and eligibility determination and placement meetings. If during a meeting the team obtains consent for a comprehensive formal evaluation, the district will continue to complete evaluations to the greatest extent possible in light of the circumstances. Portions of the formal evaluation that require face-to-face assessments and direct student observations will be conducted virtually whenever feasible and appropriate. If parts of the evaluation are to be administered virtually, the district will ensure the evaluators are fully trained to administer the assessment(s) online, and the parents and students receive an explanation of the assessment(s) and guidance on how the parents and students will participate in the evaluation. It is important to note that not all assessment instruments can be used in a virtual format as they require the hands-on use of manipulatives, or may not truly capture the full range of the child's needs or abilities. In these circumstances, school based teams will work with parents to reach mutually agreeable extensions of evaluation timelines. The district ESE department will guide school-based IEP teams to use a proactive, student-centered approach in an effort to assess and address any gaps in learning due to the impact of emergency school closures. The impact, if any, of the school closure on the child's educational needs will be assessed when normal school operations resume and when feasible; and IEP and EP meetings will be held if needed and revised based on the current needs of the student as determined by the IEP team (including related services needs and assistive technology considerations) when school operations resume. IEP teams (in collaboration with parents/guardians) will need to discuss and determine specialized services (including related services) appropriate for students with disabilities based upon their individual needs and circumstances and provide an assessment of negative impacts (i.e. regression, skill deficits) that were the result of the school closure. Research is clear that regression is not consistent across all students and that time spent away from school will impact each student differently. IEP teams will consider each student's level of functioning prior to school closures, the services provided during school closure including summer, and information (with supporting data) about the student's current functioning levels upon return to school. Determinations about what constitutes appropriate services at that time will be based on appropriate goals established for each student, giving consideration to the appropriate learning environment to address each student's individual circumstances examined within the larger context of overall learning for all students. In an effort to address regression or learning gaps, IEP teams may increase the frequency and/or intensity of ESE services, make adjustments to instructional and/or behavioral accommodations, and consider the provision of extended school year (ESY) services throughout the school year in addition to summer ESY services. If disagreements or disputes arise between IEP teams and parents, the district ESE specialists and administrators (school and district based) will proactively collaborate with both parties to facilitate communication, enhance the problem solving process, and guide IEP teams to reach consensus and make decisions that lead to successful student outcomes. The district's school re-entry procedures include special considerations and accommodations for our students who are medically vulnerable to help ensure these students are safe and remain protected when they return to the brick and mortar school setting. Because each child's condition is unique, his or her Individualized Educational Plan (IEP) services and his or her school-based Individualized Healthcare Plan (IHCP) will be determined by the IEP team on a case-by-case basis. IEP teams will collaborate with parents, the student's teacher(s), classroom paraprofessional(s), school administrator(s), school and district nurses, and the student's family doctor to develop an IEP and an individualized healthcare plan that aligns with guidance provided by the county health department. Plans will offer flexibility to meet the individual needs of students, and IEP teams will monitor and reassess the student's needs as appropriate. ESE services and health plans will be adjusted as needed. Some medically vulnerable students may be served in a self-contained classroom. Within this environment, teachers and paraprofessionals will provide a heightened level of classroom-based infection control procedures, increased or altered cleaning regimens in the classroom, and will implement an increased level of social distancing procedures. Teachers, paraprofessionals, and school personnel entering or working in the classroom will be required to wear a mask and personal protective equipment (PPE) (e.g. gloves, face shield, protective clothing etc.). Students will wear PPE as prescribed by their parents, family doctor, and school/district nurse.

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA

APPROVAL TO ADVERTISE/NOTICE OF INTENT TO ADOPT
2020-2021 - 2022-2023 Special Policies and Procedures (SP&P) Manual

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approved the advertisement on October 1, 2020 of the 2020-2021 - 2022-2023 Special Policies and Procedures (SP&P) Manual.

Purpose & Effect: The SP&P Manual is intended to simplify, update, and ensure alignment of School Board Policies, state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the SP&P Manual is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - October 1, 2020. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt the SP&P Manual under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced SP&P Manual are noted within each section of the Manual.

Person(s) Originating Policy Changes: The proposed SP&P Manual was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt the 2020-2021 - 2022-2023 Special Policies and Procedures (SP&P) Manual following a public hearing. ***The public hearing shall be held on Thursday, November 5, 2020,*** during the course of the Board's regular meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to karen.bush@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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