Hernando School District

School Board Regular Meeting

Agenda - Final

Tuesday, August 27, 2024 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

REFLECTION

by Gus Guadagnino, Board Member

PLEDGE OF ALLEGIANCE by Suncoast Elementary School

ADOPTION OF AGENDA

1. **25-2527** Approval to adopt the agenda dated 8/27/2024.

ELECTED OFFICIALS

PRESENTATIONS

2. **25-2110** Recognition of the August HCSD Veteran

   Attachments: Budget Sheet - NO Financial Impact

APPROVAL OF THE MINUTES

3. **25-2528** Approval of the Minutes from the Workshop and Regular School Board Meeting of 8/13/2024.

   Attachments: 08-13-24 Workshop Minutes DRAFT with links
   08-13-24 Meeting Minutes DRAFT with links

PUBLIC HEARING ITEMS

4. **25-2520** Public hearing and final approval of the Hernando County's Exceptional Student Education Policies and Procedures (P&Ps) for 2023-2024 through 2025-2026 that received tentative approval at the July 30, 2024 Workshop.

Attachments: Outline of Changes for 2023-2024 through 2025-2026 P&P's.excel
GSW _ 2020-2021 Policies and Procedures_ Hernando-Strikeout
GSW _ 2023-2024 Policies and Procedures_ Hernando-Hilighted
Signature Page 2024-2025
Budget Sheet Sept 2021 Revised NO Financial Impact ACC (4)

EXPULSION RECOMMENDATIONS

5. **25-2496** Enter a Final Order Expelling the Student in Case No. E2024-08-01 for One (1) Year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

6. **25-2529** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

ADOPTION OF CONSENT AGENDA (#7-17)

Personnel Recommendations

7. **25-2519** Approval of the Personnel Recommendations

Attachments: 24-25 BOARD AGENDA AUGUST 27 2024
2025 Inst. Supplements & Differentiated Pay for 8-27-24
2025 Noninst., PTS & Adm. Supplements for 8-27-24

Job Descriptions

8. **25-2501** Approve correction to union designations on the Assessment Assistant and Science Specialist job descriptions.

Attachments: Assessment Specialist STRIKE
Assessment Specialist CLEAN
Science_Specialist STRIKE
Science_Specialist CLEAN
Budget Sheet - No Budget Impact

All Other Purchase Order/Bid Agenda Items

9. **25-2442** Approve the Client Services Agreement between Sunbelt and Hernando County School Board for the 2024-2025 school year to provide therapy services and the issuance of a purchase order in the estimated amount of $80,000.00.

Attachments: Sunbelt Contract 2024-25
Standard Addendum-Sunbelt
Federal Provisions-SunBelt
Sunbelt Budget Sheet ACC

10. **25-2476** Approve the Closeout/Final Acceptance to the contract with JE Dunn Construction Company for HVAC Replacement Phase 1 at Brooksville Elementary School and authorize final payment in the amount of $198,972.51.

Attachments: 25-2476 BES HVAC Phase I Certificate Completion.pdf
25-2476 BES HVAC Phase I Cetificate of Final Inspection DOE.pdf
25-2476 BES HVAC Phase I Reconciling Change Order.pdf
25-2476 BES HVAC Phase I JE Dunn Final Pay Application.pdf
25-2476 BES HVAC Phase I Waiver and Release of Lien.pdf
25-2476 - Budget Sheet BES PHASE 1 HVAC CLOSE OUT.pdf

11. **25-2489** Approve the extension of Bid #20-393-01 RN EXT: Beverage Vending Services, awarded to Coca Cola Beverages Florida, LLC for an additional six (6) month term, for School Vending Beverage Machines District-Wide.

Attachments: 20-393-01 RN EXT Beverage (08-13-24)
Budget Sheet

12. **25-2503** Approve the renewal of the piggyback of Pinellas County Schools, Bid #21-380-2138: Milk, Dairy & Juice Products awarded to M&B Products and authorize the purchase of an estimated $1,600,000.00.

Attachments: 22-380-13 PB RN Milk and Dairy (08-27-2024)
2503 Budget Sheet

13. **25-2504** Award the Contract for Construction Manager Services for Remodeling Buildings 4 & 6 for Eastside Elementary School, to Wharton-Smith, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract, and authorize the purchase of $30,000.00 in pre-construction services, using Impact Fees.

    Attachments: 25-2504 A133-2019_CM_Agreement_WSI_Signed.pdf
    25-2504 A201-2017_General_Conditions_WSI_Initialed.pdf
    25-2504 A133-2019_ExhibitB_Final.pdf
    25-2504 ExhibitC_HCSB_Insurance&Bonds_FINAL.PDF
    25-2504 ExhibitD_Standard Addendum_WSI_Signed.pdf
    25-2504 ExhibitE_Conflict_of_Einerest_WSI_Signed.pdf
    25-2504 ExhibitF-CM_Specifications_FINAL.pdf
    25-2504 Budget Sheet EES Pre-Construction Services CM.pdf

14. **25-2505** Approve the Purchase of Curriculum and Certification Exams from Certification Partners, LLC and Issuance of Purchase Orders Not to Exceed $60,000.00

    Attachments: Hernando Quote 14757
    Budget Sheet Certification Partners

15. **25-2506** Approve the renewal Bid #21-645-17 RN: Printing/Specialty Papers & Envelopes for Central Printing Services, awarded to Mac Papers, LLC and authorize the purchase of products for an estimated annual spending of $55,000.00.

    Attachments: 21-645-17 RN Printing Specialty Papers (08-27-2024)
    Specialty Papers Budget Sheet

16. **25-2511** Approve the 2024-2025 School Resource Officer (SRO) Contract with the Hernando County Sheriff's Office in the Amount not to exceed $2,743,658.00 and Issue a Purchase Order in that Amount.

    Attachments: Contract #22048 - Agreement for School Resource Officers 6.
    Budget Sheet Sept 2021 Revised WITH Financial Impact 2024-2025

17. **25-2522** Approve and authorize the purchase of third-party before and after school care services, and applicable registration fees, by the YMCA of the Suncoast for twenty-five (25) qualifying McKinney-Vento students not to exceed $73,365.00.

    Attachments: 25-2522 YMCA Quote
    22-2522 YMCA Letter
    25-2522 Budget Sheet YMCA

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

18. **25-2530** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 031424 ACC

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for September 10, 2024:
2:00 PM - Workshop
5:01 PM - Final Public Budget Hearing
6:00 PM - Regular Meeting

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 25-2527 8/27/2024

Title and Board Action Requested
Approval to adopt the agenda dated 8/27/2024.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated 8/27/2024.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Agenda Item # 2. 25-2110 8/27/2024

Title and Board Action Requested
Recognition of the August HCSD Veteran

Executive Summary
The Director of Communications, on behalf of the Superintendent of Schools, hereby wishes to recognize the August HCSD Veteran.

My Contact
Karen Jordan
Director of Communications
(352) 797-7009 ext. 129

2023-28 Strategic Focus Area
Priority 4: Community Connection

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 3. 25-2528 8/27/2024

Title and Board Action Requested
Approval of the Minutes from the Workshop and Regular School Board Meeting of 8/13/2024.

Executive Summary
The Superintendent of Schools, hereby requests the Board approve the minutes.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, August 13, 2024 **2:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Vice Chair Susan Duval
Board Member Gus Guadagnino
Board Member Mark Johnson
Board Chair Shannon Rodriguez

Remote: Board Chair Linda Prescott

The Workshop was called to order at 2:01 P.M.. David Delaney, School Board Attorney and Ray Pinder, Superintendent were also present. Linda Prescott participated telephonically.

PRESENTATIONS

1. **25-2491** Presentation of the 2023-24 Parent Survey Data on School Quality, Employee Engagement Survey and Student Engagement Survey

Attachments: Annual Survey Results - August 2024 Board Presentation
Budget Sheet No Financial Impact School Board Agenda

Sonsee Sanders, Director of Research and Accountability; Matt Goldrick, Director of Human Resources; and Karen Jordan, Director of Communications came forward to present this item.

2. **25-2494** Review and Tentative Approval of the 2024-25 Instructional Personnel Evaluation System

Attachments: MOU Evaluation Manual signed
New Classroom Rubric
2023-24_Instructional_Evaluation_Strike Through
Hernando County School District Final Clean
Budget Sheet No Financial Impact School Board Agenda

Matt Goldrick, Director of Human Resources and Lisa Masserio, President of HCTA came forward to present this item.

3. **25-2495** Review and Tentative Approval of the 2024-2025 School Based Administrator Evaluation Manual

Attachments: School Administrator Evaluation System strike through
Hernando County School District submission clean
Budget Sheet No Financial Impact School Board Agenda

Matt Goldrick, Director of Human Resources came forward to present this item.

INFORMAL BOARD DISCUSSION

Topics of Discussion:
Shannon Rodriguez - Secretary pay
Gus Guadagnino - Space Academy
Linda Prescott - Future jobs; School visits
Shannon Rodriguez - Book Challenges; ADA playground equipment; JDFES pick up line; Senate bill on safety
David Delaney - Walking school bus program

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The Workshop adjourned at 3:30 P.M.

Superintendent **Board Chair**

Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, August 13, 2024 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Vice Chair Susan Duval
Board Member Gus Guadagnino
Board Member Mark Johnson
Board Member Shannon Rodriguez

Remote: Board Chair Linda Prescott

The Meeting was called to order at 6:00 P.M. Also present were David Delaney, School Board Attorney and Ray Pinder, Superintendent. Mrs. Prescott participated telephonically.

REFLECTION

by Mark Johnson, Board Member

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. 25-2497 Approval to adopt the agenda dated 8/13/2024.

RESULT: **ADOPTED AS AMENDED**
MOVER: Mark Johnson
SECONDER: Shannon Rodriguez
AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

Ms. Duval stated that she finds good cause to allow for the deletion of agenda item #2. 25-2487: Approval of Resolution No. R25-005 of the Hernando County School Board to Participate in the Small School District Council Consortium.

ELECTED OFFICIALS

No one came forward to speak on this item.

PROCLAMATIONS/RESOLUTIONS

2. **25-2487** Approval of Resolution No. R25-005 of the Hernando County School Board to Participate in the Small School District Council Consortium

Attachments: SSDCC 2024-25 Participation Resolution
SSDCC Budget Sheet

This item was deleted at the adoption of the agenda.

APPROVAL OF THE MINUTES

3. **25-2498** Approval of the Minutes from the Workshop, First Public Budget Hearing and Regular School Board Meeting of 7/30/2024.

Attachments: 07-30-24 Workshop Minutes DRAFT with links
07-30-24 First Public Hearing Minutes DRAFT with links
07-30-24 Regular Meeting Minutes DRAFT with links

RESULT: **ADOPTED**
MOVER: Gus Guadagnino
SECONDER: Shannon Rodriguez
AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

4. **25-2499** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

Mr. Delaney read the instructions for this item. Kim Mulrooney was called to speak on item #11. 25-2483.

ADOPTION OF CONSENT AGENDA (#5-14)

RESULT: **APPROVED THE CONSENT AGENDA**
MOVER: Gus Guadagnino
SECONDER: Mark Johnson
AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

Personnel Recommendations

5. **25-2492** Approval of the Personnel Recommendations

Attachments: 24-25 BOARD AGENDA AUGUST 13 2024
2025 Inst. Supplements & Differentiated Pay for 8-13-24
2025 Noninst., PTS & Adm. Supplements for 8-13-24

All Other Teaching & Learning Agenda Items

6. **25-2481** Approval of the 2024-2025 NEFEC Professional Learning Catalog

Attachments: NEFEC PLC Revisions for 2024 2025
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Job Descriptions

7. **25-2486** Approve the Job Descriptions of the Child Development Associate (CDA) Lead for VPK, and Child Development Associate (CDA) Teacher Assistant

Attachments: Job Description CDA Lead Strikethrough
Job Description CDA Lead Clean Copy
Job Description CDA Teacher Assistant Strikethrough
Job Description CDA Teacher Assistant Clean Copy
Non-Instructional Salary Schedule Strikethrough
Non-Instructional Salary Schedule Clean Copy
Budget Sheet

All Other Support Operations Agenda Items

8. **25-2471** Approve the agreement to vend meals to For Each 1 Reach 1 and PACE Girls Center for the 2024-2025 school year.

Attachments: Signed PACE 24-25 SY
Signed E1R1 24-25 SY
Budget Sheet Sept 2021 Revised NO Financial Impact ACC (16)

All Other Purchase Order/Bid Agenda Items

9. **25-2477** Approve renewing bid no.23-968-02 RN, Electrical Repairs and Services, to multiple vendors for electrical repairs and services and authorize the purchase for an estimated annual spending of $200,000.00.

Attachments: 23-968-02 RN Electric Repairs (08-13-24)
Electrical Repairs Budget Sheet

10. **25-2480** Award Bid #2024-DSPMS-002, Roof and Soffit Replacement for DS Parrott Middle School, to Ryman Roofing, Inc., and approve the contract and the purchase of construction goods and services for $2,323,400.00 using Half-Cent funds.

Attachments:
25-2480 Advertisement for Bids.pdf
25-2480 Public Bid Sign-In Sheet.pdf
25-2480 Public Bid Tab Typed.pdf
25-2480 Letter of Recommendation DSPMS.pdf
25-2480 Ryman Notice of Intent to Award Signed.pdf
25-2480 A101-2017 Agreement Signed.pdf
25-2480 General Conditions Signed.pdf
25-2480 A101-2017 Exhibit A Signed.pdf
25-2480 EXHIBIT B Enumeration of Drawings.pdf
25-2480 EXHIBIT C HCSB Contractor's Insurance & Bond Reqmts (11-09-20).pdf
25-2480 Exhibit D HCSB Standard Addendum Signed.pdf
25-2480 Exhibit E HCSB Conflict of Interest Signed.pdf
25-2480 Budget Sheet DS Parrott Roof and Soffit Replacmentt.pdf

11. **25-2483** Approve the Piggyback of Charlotte County Public Schools, ITB #2425-637AJ: Catalog Discount Bid, Awarded to Multiple Vendors and Authorize Purchases for an Estimated Annual Spending of $55,000.00

Attachments:
25 785 11 PB Catalog Discount 08 13 24
Budget Sheet Charlotte PB

12. **25-2484** Approve the Amendment to the Piggyback of OMNIA Partners, Region 4 Educational Service Center, RFP #23-03, Contract #R230305: Educational School Supplies, Instructional Solutions and Related Products, Awarded to Multiple Vendors and Approve Purchases for an Estimated Annual Spending of $75,000.00

Attachments:
24 785 36 PB AMEND Educational School Supplies 08 13 24
Budget Sheet Omnia Partners

13. **25-2485** Approve the Renewal of the Piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, Awarded to Multiple Vendors and Authorize Purchase Orders in an Estimated Amount of $75,000.00

Attachments:
24 785 18 PB RN Educational Material and Related Items
Budget Sheet Choice Partners PB

14. **25-2490** Award Bid No. 25-060/929-05, Buses, District Wide Vehicles and Equipment: Specialized Repairs, Parts and Accessories, to multiple vendors and authorize purchases of goods and services on an as needed basis for an estimated annual amount of $837,000.00

Attachments: 25-060-929-05 Buses and District Vehicles Repairs Tabulation Sheet (08-13-24)
Budget Sheet for Bus Repair Parts and Accesories Purchase 2024 #1
Budget Sheet for Bus Repair Parts and Accesories Purchase 2024 #2
Budget Sheet Maintenance Mechanics #3

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

15. **25-2500** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 031424 ACC

The following citizens came forward to speak: Diane Liptak, Wendy Porter, Julia Thomas, Gracie Mulrooney and Kim Mulrooney.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Mr. Johnson made comments on a Sarasota County School tragedy and the book, Go Ask Alice. Mrs. Rodriguez made comments on the school board attorney opinions, teacher opinions, book challenges and hiring teachers. Mr. Guadagnino welcomed everyone back and wished Mrs. Prescott fast healing. Mrs. Prescott thanked our county fireman and welcomed everyone back. Mr. Pinder also welcomed staff and students back. He appreciates everyone's patience during the beginning of the school year, on issues such as transportation and AC repairs. Mr. Pinder also spoke on the need to open up West Hernando Middle School as a shelter due to the storm. Ms. Duval also welcomed back staff and students.

ADJOURNMENT

The Meeting adjourned at 6:39 P.M.

Superintendent **Board Chair**

Agenda Item # 4. 25-2520 8/27/2024

Title and Board Action Requested
Public hearing and final approval of the Hernando County's Exceptional Student Education Policies and Procedures (P&Ps) for 2023-2024 through 2025-2026 that received tentative approval at the July 30, 2024 Workshop.

Executive Summary
The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board approve Hernando County's Exceptional Student Education Policies and Procedures (P&Ps) for the 2023 -2024 through 2025-2026 school years.

The Florida Department of Education (DOE) Bureau of Exceptional Education and Student Services requires school districts to outline the programs and procedures for Exceptional Student Education (ESE) services. The attached Hernando County Exceptional Student Education Policies and Procedures (P&Ps) describes and serves as a basis for the general education intervention procedures, referral, identification, evaluation, eligibility determination, and placement of students in special programs and is a component needed for the district's application for supplemental student funds under the Individual with Disabilities Education Act (IDEA).

The Hernando County Exceptional Student Education Policies and Procedures (P&Ps) is effective for 2023-2024 through 2025-2026 school years. The two (2) attachments reflect the changes that have been made on the previous 2020-2021 through 2022-2023 P&Ps (with strike-out) and the new 2023-2024 through 2025-2026 P&Ps (highlighted).

My Contact
Anna Jensen, Director
Exceptional Student Education
352-797-7022, ext 485
Jensen_a@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

OUTLINE OF CHANGES
Exceptional Student Education Policies and Procedures
2023-2024 through 2025-2026

Section Description	Strikeout Page Number	Highlighted Page Number	Brief Change Description
COVER PAGE	Page 1	Page 1	Year Updated
PART 1			
Section A.1- Legal Requirements for General Policies and Procedures	3	3	DOE Update w/ Code of Federal Regulation, F.S.
Section A.2 – Legal Requirements Related to the Use of Restraint	4	4	DOE Update of Policy
Section A.3 – Requirements Related to Documenting and Reporting Incidents of Restraint and Seclusion	6	5	DOE Update of Policy
Section A.4 – District Procedures Related to Documenting and Reporting Incidents of Restraint	7	6	DOE minor Update of Policy and District Update to Policy Update
Section A.5 – District Procedures Related to Review of Data and Reporting Procedures (include monitoring and training)	9	8	DOE minor Update of Policy and District Update to Policy Update
Section A.6 – District Plan Related to Reducing the Use of Restraint	13	11	DOE minor Update of Policy and District Update to Policy Update
Section A.7 – District Plan Related to Eliminating the Use of Seclusion	16	13	DOE added the word Elimination in Title and updated Policy
Section B.1 – Assurances – Free Appropriate Public Education (FAPE)	19	14	DOE added Code of Federal Regulation and updated by spelling out abbreviations, adding the words years old and the word school.
Section B.2 – Parental Input and Meetings	20	14	DOE added word instead of abbreviations
Section B.3 – Collaboration of Public and Private Instructional Personnel	21	15	DOE minor changes
Section B.4 – Juvenile Justice Facilities, County Jails and Municipal Detention Facilities	23	17	DOE split Department of Juvenile Justice Facilities into two Sections in new year B.4 and B.5 and Format Change
Section B.5 – Residential Facilities		19	DOE split Department of Juvenile Justice Facilities into two Sections in new year B.4 and B.5 and Format Change
Section B.6 – Florida Educational Finance Program (FEFP) Funds	27	21	Number Change, DOE spelled out abbreviations and updated District Policy
Section B.7 – Limited English Proficiency (LEP) Students	28	21	Number Change,
Section B.8 – Child Find	28	22	Number Change, CFR change, format change and minor DOE policy change
Section B.9 – Confidentiality of Student Records	29	23	Number Change, CFR change, format change and minor DOE policy change, added word instead of abbreviations, added school
Section B.10 – Coordinated Early Intervening Services (CEIS)	31	24	Number Change, CFR change, format change and minor DOE policy change, added word instead of abbreviations
Section B.11 – National Instructional Materials Access Center (NIMAC)	32	25	Number Change
Section C.1 – Exceptional Student Education Procedural Safeguards	33	26	CFR change, format change and minor DOE policy change, added word instead of abbreviations, added school, district change
Section C.2 – Parental Revocation of Consent for Special Education and Related Services	35	28	DOE added school and spelled out word instead of abbreviation and FS change
Section C.3 – Transfer of Parental Rights of Age of Majority	36	29	DOE changed FS, and policy and added word school, format change, district change due to policy changes

OUTLINE OF CHANGES
Exceptional Student Education Policies and Procedures
2023-2024 through 2025-2026

Section Description	Strikeout Page Number	Highlighted Page Number	Brief Change Description
Section D – Surrogate Parents	37	32	Format change, added school, minor policy change, spelled out word for abbreviation
Section E – Individual Educational Plans (IEPs) and Educational Plans (Eps) for Transferring Exceptional Students	40	34	Format change, added school, minor policy change, spelled out word for abbreviation
Section F – Access to a Student's Public Benefits or Insurance	42	35	Format change, added school, minor policy change, spelled out word for abbreviation
Section G – General Education Intervention Procedures	44	36	Added CFR. Format change, added school, spelled out word for abbreviation, district information update to policy change.
Section H.1 – Initiating an Evaluation for Exceptional Student Education	49	42	Format change, FAC change, added school, minor policy change, spelled out word for abbreviation, updated district information in policy
Section H.2 – Conducting Student Evaluations and Reevaluations	53	45	Format change , DOE update, FAC update, District information updated to DOE change
Section I – Independent Educational Evaluations	60	50	Format change, DOE minor updates

PART II

Section A – Instructional Program	62	51	NO changes
Section B.1 – Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder	63	52	FAC updates, minor DOE changes
Section B.2 – Exceptional Student Education Eligibility for Students who are Deaf or Hard of Hearing	65	53	CFR, FAC change to update whole policy
Section B.3 – Exceptional Student Education Eligibility for Prekindergarten Children who are Developmentally Delayed	68	55	DOE minor changes
Section B.4 – Exceptional Student Education Eligibility for Students who are Dual-Sensory Impaired	71	57	FAC change, format change, DOE update to policy
Section B.5 – Exceptional Student Education Eligibility for Students with Emotional or Behavioral Disabilities	75	60	Format change, added school, spelled out words for abbreviation
Section B.6 – Exceptional Student Education Eligibility for Infants or Toddlers Birth through Two Years Old who have Established Conditions	77	61	FAC updates, minor DOE changes
Section B.7 – Exceptional Student Education Eligibility for Students who are Homebound or Hospitalized	78	62	Added school and 12
Section B.8 – Exceptional Student Education Eligibility for Students with an Intellectual Disability	81	64	DOE added IND, and no additional information
Section B.9 – Exceptional Student Education Eligibility for Students with Orthopedic Impairment	82	65	Added school
Section B.10 – Exceptional Student Education Eligibility for Students with an Other Health Impairment	83	65	DOE added OHI instead of the words and reformatted policy
Section B.11 – Exceptional Student Education Eligibility for Students with Traumatic Brain Injury	84	66	DOE added TBI

Section Description	Strikeout Page Number	Highlighted Page Number	Brief Change Description
Section B.12 – Exceptional Student Education Eligibility for Students with Specific Learning Disabilities	85	67	Format changed, added SLD, district information updated for year.
Section B.13 – Exceptional Student Education Eligibility for Students with Speech Impairments	90	71	Format change, spelled out words for abbreviation
Section B.14 – Exceptional Student Education Eligibility for Students with Language Impairments	94	74	DOE FAC change, abbreviations for words, format change, minor changes from DOE
Section B.15 – Exceptional Student Education Eligibility for Students who are Visually Impaired	99	78	DOE updated FAC and reformatted whole policy
Section B.16 – Provision of Occupational Therapy to Exceptional Students as a Related Service	101	79	DOE minor changes to policy
Section B.17 – Provision of Physical Therapy to Exceptional Students as a Related Service	103	80	DOE minor changes to policy
Section C – Individual Educational Plan	105	81	DOE spelled out words for abbreviations and put in abbreviations for words, format changes and rewrote sections of policy, added school, updated district information in policy
Section D - Discipline	119	91	DOE format changes, updated district information
Section E – Participation in State and District Assessments	127	96	DOE format changes and rewording of policy for updated information. FAC, FS changes, added school
Section F – Eligibility Criteria for Prekindergarten Children with Disabilities	134	107	Updated district information for policy, DOE reworded policy
Section G – Individualized Family Support Plan (IFSP) for Students with Disabilities Birth Through 5 Years of Age	137	109	DOE format change, minor DOE changes

PART III

Section A – Exceptional Student Education Eligibility for Students who are Gifted	144	113	DOE minor changes
Section B – Educational Plans (Eps) for Students who are Gifted	146	115	DOE format changes, minor DOE changes

PART IV

Section A – Provision of Equitable Services to Parentally Placed Private School Students with Disabilities	148	117	DOE update CFR, FAC, DOE minor changes, district changes to DOE changes
Section B - Family Empowerment Scholarship for Students with Unique Abilities	153	121	DOE Combined Section B-John M. McKay Scholarships for Students with Disabilities Program and Section C-Gardiner Scholarship Program and in the new year titled it Section B-Family Empowerment Scholarship for Students with Unique Abilities

PART V
APPENDIX

Appendix A – General Policies and Procedures--	158	123	DOE Format Changes
Appendix B – Unique Philosophical, Curricular, or Instructional Considerations	159	124	
Appendix B – Developmentally Delayed	162	126	Verbiage updated at the direction of DOE

OUTLINE OF CHANGES
Exceptional Student Education Policies and Procedures
2023-2024 through 2025-2026

Section Description	Strikeout Page Number	Highlighted Page Number	Brief Change Description
Appendix B – Pre-Kindergarten	163	127	No Change
Appendix B – Gifted	164	128	Verbiage and forms Updated to reflect new processes and procedures
Appendix C – School District Plan to Increase the Participation of Underrepresented Students in the Program for Students who are Gifted	166	136	Numbers and Percentages updated to reflect new year.
Appendix C - Gifted	168	137	Forms were updated to reflect new processes and procedures and test
Appendix D – School District Policies Regarding the Allowable Use or Prohibition of Restraint	174	145	
Appendix D-1	175	146	No Changes
Appendix D-2	176	147	Policy Updated by District December 13, 2022
Appendix E – Policies and Procedures Unique to Developmental Research (Laboratory) Schools	174	145	Not Applicable
Appendix F – Best Practices in Inclusive Education (BPIE) Assessment	174	145	
Appendix F-1	180	152	Appendix updated by FIN and District Members, dates and Verbiage Updated
Appendix F-2	195	164	Appendix Updated by FIN and District Members, dates, Percentages, Verbiage Updated
Appendix G – District Procedures During A Declared State of Emergency	205		Appendix deleted by DOE

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FLORIDA DEPARTMENT OF EDUCATION

DIVISION OF K-12 PUBLIC SCHOOLS

BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Hernando

EXCEPTIONAL STUDENT EDUCATION POLICIES AND PROCEDURES (P&P)

EFFECTIVE DATE:

~~2020-2021~~ **through** ~~2022-2023~~

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 ~~S~~P&P document.

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

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

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

~~District Level Standards~~

~~Districts shall:~~

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

~~District Monitoring Standards~~

~~Districts shall:~~

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

~~School Level Standards~~

~~Schools shall:~~

- ~~Have written school-based procedures for reporting incidents of restraint and seclusion using the FDOE web-based reporting system.~~
- ~~Have school-based personnel who are trained to enter and report incidents using the FDOE web-based reporting system.~~
- ~~Follow procedures for written notification of incidents of restraint and seclusion on the day of the incident, including, but not limited to:~~
    - ~~Providing parents with a notification in writing of any incident of restraint or seclusion. This written notification must include the type of restraint used and any injuries occurring during or resulting from the restraint.~~
    - ~~Making reasonable efforts to contact the parent via telephone or email on the day of the incident.~~
    - ~~Obtaining the parent's signed acknowledgement of receipt of the notification.~~
    - ~~Maintaining the documentation of the parent's signed acknowledgement of notice.~~

- Follow procedures for written incident reporting, including, but not limited to:
    - Providing parents with a written incident report generated by the FDOE web-based reporting system by mail within three **school** days of any incident of restraint or seclusion.
    - Obtaining the parent's signed acknowledgement of receipt of the incident report.
    - Maintaining the documentation of the parent's signed acknowledgement of receipt of the incident.
- Make a minimum of two attempts to obtain written parent acknowledgement when parents fail to respond to initial notices or incident reports.

Requirement Related to the Use of Restraint and Seclusion

In accordance with s.1003.573, F.S. the district maintains policies and procedures related to the use of restraint and seclusion.

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

District Policies Regarding Restraint and Seclusion

Physical restraint – One of the following must be selected:

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

Seclusion – One of the following must be selected:

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

Assurances

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

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

Documentation and Incident Reporting

1. Schools are required to notify the parent or guardian each time manual or physical restraint or seclusion is used with a student with a disability. Such notification will be in writing and provided before the end of the school day on which the restraint or seclusion occurred. In accordance with standards developed by FDOE, the notice must include the type of restraint used and any injuries occurring during or resulting from the restraint. Additionally, reasonable efforts will be taken to notify the parent or guardian by telephone or email, or both, and those efforts will be documented.

2. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she was notified of the student's restraint or seclusion. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the notification when the parent fails to respond to the initial notice.

3. The school will prepare an incident report within 24 hours after a student is released from restraint or seclusion. If the student's release occurs on a day before the school closes for the weekend, a holiday, or another reason, the incident report will be completed by the end of the school day on the day the school reopens. The school will provide the parent with the completed incident report in writing by mail within three school days after the student was manually or physically restrained or secluded.

4. The school will obtain, and keep in its records, the parent's or guardian's signed acknowledgement that he or she **received a copy of the incident report**. In accordance with standards developed by FDOE, the district must make a minimum of two attempts to obtain written parent acknowledgement of receipt of the incident report when the parent fails to respond to the initial report.

5. The following will be included in the incident report:

    a. The name of the student restrained or secluded

    b. The age, grade, ethnicity, and disability of the student restrained or secluded

    c. The date and time of the event, and the duration of the restraint or seclusion

    d. The location at which the restraint or seclusion occurred

    e. A description of the type of restraint used in terms established by the FDOE

    f. The name of the person(s) using or assisting in the restraint or seclusion of the student

    g. The name of any nonstudent who was present to witness the restraint or seclusion

    h. A description of the incident, including the following:

        i. The context in which the restraint or seclusion occurred

        ii. The student's behavior leading up to and precipitating the decision to use manual or physical restraint or seclusion, including an indication as to why there was an imminent risk of serious injury or death to the student or others

        iii. The specific positive behavioral strategies used to prevent and deescalate the behavior

        iv. What occurred with the student immediately after the termination of the restraint or seclusion

        v. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint or seclusion, documented according to district policies

        vi. Evidence of steps taken to notify the student's parent or guardian

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

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

District Procedures

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

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

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

On the day of the incident, "Parent Notification of Restraint or Seclusion" form will be provided to parents by the end of the school day by contacting the parent and requesting that the parent come to the school to receive the parent notification. In the event that the parent does not come to the school to receive the notification, the notification will be sent home with the student and the school Principal or Assistant Principal will follow up by phone call with a minimum of two (2) attempts and/or email to the parent.

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

On the day of the incident, the person responsible for preparing the notice will be the school Principal or Assistant Principal who are trained annually on the Restraint and Seclusion procedures.

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

On the day of the incident, reasonable efforts will be made to contact the parent by phone or email or both, by documenting a minimum of two (2) attempts to phone/email to the parent.

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.

On the day of the incident, two (2) attempts to gain signed acknowledgement beyond the provision of the Same Day Written Notification are made. If no signed acknowledgement had been received within 10 school days, the school will try to contact the parent by phone or email or both, and document the attempts by phone/email to the parent. if no signed acknowledgement is received within fifteen (15) days, an attendance officer will be sent to the home to try to obtain the signed acknowledgement. All these attempts will be documented.

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 person responsible for preparing the web-based incident report will be the Principal or Assistant Principal.

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

Within three (3) school days, the web-based incident report for students with Individual Education Plans (IEPs) will be given to the district assigned behavior analyst/specialist to deliver to the Director of Exceptional Student Education (ESE). For students with a 504 Plan, the web-based incident report will be given to the district assigned school psychologist to deliver to the Director of Exceptional Student Education (ESE). Within three (3) school days the parents will be provided with a copy of the report.

~~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 will retain records in the Principal's office acknowledging that the web-based incident report was received and signed by the parent. In the event that the parent does not provide a signature page of acknowledgement, two (2) attempts to gain signed acknowledgement beyond the provision of incident report will be made. If no signed acknowledgement has been received within ten (10) school days, the school will try to contact the parent by phone or email or both, and document the attempts ~~by phone/email to the parent~~. If no signed acknowledgement is received within fifteen (15) days, an attendance officer will be sent to the home to try to obtain the signed acknowledgement. All ~~these~~ attempts will be documented.

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?~~

Charter schools will follow ~~all of~~ the Restraint and Seclusion procedures set forth by the Hernando County School District including training administrative staff on Restraint and Seclusion procedures, implementing Restraint and Seclusion, reporting requirements to parents, district, and state. The district will monitor the implementation and reporting of Restraint and Seclusion including Charter schools in conjunction with any other Hernando district school. Monitoring is completed weekly by the ESE Director's secretary. She reports the findings to the ESE Leadership Team weekly and they formulate feedback and recommendations to the charter schools. Additionally a liaison will be identified, typically the Coordinator of Exceptional Student Education (ESE), to assist and support charter schools.

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 Principal or Assistant Principal will: 1. Collect data by debriefing the incident with the personnel involved. 2. Collect and report data to the Department via the Department's web-based reporting system. ~~3. Report data for students with an Individual Education Plan (IEP) or a 504 by notifying the Director of Exceptional Student Education or the Secretary of the Director of Exceptional Student Education by phone when the web-based incident report is saved as a "Final Copy" on the web-based reporting system. 4. Director of Exceptional Student Education will report data on the incident(s) of manual physical restraint/seclusion to the Superintendent or designee. 5. After finalizing the web-based incident report, a copy of the parents' signature page of acknowledgement of notification and incident reports for students with Individual Education Plans (IEPs) or students with a 504 will be given to the district assigned behavior analyst/specialist to be delivered to the Director of Exceptional Student Education. For students with a 504 Plan, after finalizing the web-based incident report, a copy of parents' signature page of acknowledgement of notification and incident reports will be given to the district assigned school psychologist to be delivered to the Director of Exceptional Student Education. In the event that the parent does not provide a signature page of acknowledgement, all attempts to obtain the signature page of acknowledgement will be documented.~~

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

~~Monitoring at the District Level will occur by district Exceptional Student Education staff reviewing the "Parent Notification of Restraint or Seclusion" forms and web-based incident report forms weekly and check the website for entered data twice each week. Twice a year, the Exceptional Student Education department will meet with school administrators to ensure that policy and procedures for using manual physical restraint are followed as outlined in the SP&P Document. Seclusion is prohibited in Hernando County.~~

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~~s~~ 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.

Hernando County School District (HCSD), including charter schools and residential facilities, has established procedures for monitoring data collection, reporting and the use of manual physical restraint and seclusion at the classroom, school building and district levels. A Data Collection/Reporting Procedure Checklist: On the Day of the Incident and Incident of Restraint within three (3) days of the incident guides and documents the entire process. Every step identified in these documents must be followed explicitly and compliance will be monitored at all levels. District staff will provide training annually to administrators on the Restraint and Seclusion process and these administrators will then train ESE teachers and any other qualified staff in the process. The use of restraint is monitored at the classroom level by a school-based administrator who has been trained in the restraint and seclusion process. The administrator is responsible for investigating the restraint or seclusion, collecting the necessary data, reporting the data on the state-wide website and providing technical assistance to the teacher. The administrator may seek additional assistance for the teacher from other personnel such as the team leader, Behavior Specialist or School Resource Officer. In the case of charter schools or residential facilities, additional assistance may be requested from the designated liaison. The use of restraint is monitored at the building level primarily by the Principal ~~and the Behavioral Specialist.~~ The Principal may request additional support and/or technical assistance from other school staff or District staff including Exceptional Student Education & SEDNET. With charter schools and residential facilities, the designated liaison, typically the Coordinator of ESE ~~Instruction~~, will monitor the charter schools and residential facilities along with the trained site-based administrator. The use of restraint and seclusion is monitored at the District level by reporting any incidents of restraint and seclusion to the Director of Exceptional Student Education ~~or designee by phone within 24 hours of when the incident occurred and by the Behavior Specialist (ESE student) or School Psychologist (504 student) providing a hard copy of the reported data to Exceptional Student Education when the web-based incident "Final Copy" is submitted.~~ These reports will be reviewed weekly by the Director or designee and aggregated data will be reviewed monthly ~~as a standing agenda item at the Exceptional Student Education Leadership Team Meeting. When applicable, the use of the restraint will be aligned with the student's Behavior Intervention Plan (particularly if a mechanical or prone restraint has occurred).~~ All monitoring of data collection, use of restraint or seclusion, and reporting requirements will be the same for these facilities including site walk-throughs as needed.

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.

Data collection, written documentation and reporting are considered vital components of the restraint and seclusion process. Again, A Data Collection/Reporting Procedure Checklist: On the Day of the Incident and Incident of Restraint within Three Days of the Incident describe every step mandated in the process and must be followed explicitly including: (a) data entry into the FLDOE 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 guidelines; (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. Compliance, accuracy, timeliness and content are all monitored at the classroom level by the school-based administrator ~~and Behavior Specialist~~. They are monitored at the building level by the Principal and ~~Behavior Specialist~~ and at the District level by the Director of Exceptional Student Education or designee.

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~~.

Restraint and seclusion data ~~is~~ shared at the classroom level by the site-based administration for the district and charter schools. The entered restraint and seclusion report will be reviewed and technical assistance obtained from the school experts, Behavior Specialist, and ESE district review committee will be provided when necessary. Additional coaching, mentoring, and follow ~~along~~ will ~~also~~ be provided by school and district staff when needed ~~to district schools and charter schools~~, If Behavior Intervention Plan revision or additional interventions are recommended they will be documented, shared with parents, progress monitored, and evaluated quarterly by the behavior specialists/analyst.

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.

The program used to train personnel on the use of restraint and seclusion is Nonviolent Physical Crisis Intervention (CPI). This is the sole program used and is School Board approved. Records are maintained on training topics, participants, dates of initial and refresher trainings by SEDNET. The SEDNET project manager coordinates all CPI trainings. CPI cards are delivered to participants and provide documentation that they are trained and in good standing with CPI. CPI tests are filed and kept secure for five (5) years. Charter schools, must provide documentation of CPI intervention. Hernando County School District recommends that all ESE teachers teaching students with disabilities be trained in the entire two (2) day CPI training. It is strongly recommended for teachers who are teaching ASD and EBD students. All charter schools in the Hernando County School District will also be utilizing CPI in the event of a restraint. The charter school will each identify a minimum of two (2) staff members to be trained in the use of Nonviolent Physical Crisis Intervention (CPI). The will be required to maintain good standing with CPI.

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

The initial training is offered twice a year district wide. Annual refreshers are offered and may be site-based or district wide. CPI trainers also maintain current credentials and are "in good standing" status so they are credentialed to train. These trainings will include, and be open, to charter schools in the Hernando County School District.

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

The records for the training are as follows: a. Participants register on the district's electronic registration or in the case of charter schools a separate list will be maintained both by SEDNET and the Exceptional Student Education (ESE) liaison to charter schools, typically the Coordinator of Day Treatment.. b. Participants sign-in at the training and those records are kept at the Exceptional Student Education (ESE) office. c. Participants are administered a test after completion of the course and once the participant completes the training and passes the test, a Nonviolent Physical Crisis Intervention (CPI) card is given to the participant documenting that participant is approved to administer CPI for a period of one-year. d. Completed post-tests, evaluations, and rosters are submitted to Nonviolent Physical Crisis Intervention (CPI). SEDNET monitors all CPI trainings on a spreadsheet and provides the official documentation of the training.

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

Refresher Nonviolent Physical Crisis Intervention (CPI) training is required for all certified individuals annually. Participants will register on the district's electronic registration or on a separate list designated for charter schools. Principals, including those at charter schools, will be sent a list of their staff that will need a refresher course annually.

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

The district allows administrators, ESE teachers, counselors, Behavior Analysts/Specialists, and regular education teachers as needed to be trained on the entire two (2) day training program. Paraprofessionals receive only a one (1) day training\including verbal intervention and personal safety unless a principal requests permission from the Director of Exceptional Student Education to allow the individual to complete the entire initial training.

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

All charter schools in Hernando County may send employees to be trained in Nonviolent Crisis Prevention Intervention (CPI) and maintain their certification. Charter schools will be trained in and follow the Hernando County School District's protocol for restraint and seclusion.

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

N/A

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).

Hernando County Schools will reduce the number of restraints by 5% for the ~~2019-20 and 2020-21~~ school years. All school administrators who are approved to report restraints and seclusion ~~will be~~ trained on Policies and Procedures for Restraint and Seclusion. Administrators ~~will request to recommend~~ staff to be ~~trained on~~ Crisis Prevention Intervention (CPI) and establish ~~a safety team annually. School Staff who have been recommended by the administrator will be trained in the area of CPI Verbal De-Escalation. Any restraint occurrence will generate a school-based problem-solving meeting that would include administration, behavior specialist or school psychologist, the person who performed the restraint, and the school resource officer if involved. This will aid in determining if the restraint was necessary and if there were any positive behavior supports and strategies recommended and implemented to include interventions. The behavior specialist or school psychologist will provide notice to will provide notice to their supervisor and review the report. The supervisor will sign-off and take the report to the Exceptional Student Education Leadership Team to put additional recommendations in place. Exceptional Student Education Goal for 2019-20: Hernando County will reduce the number of physical restraints by 5% for the 2019-20 school year.~~

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 behavior~~al support~~ and crisis management
    b. Parental involvement
    c. Data review
    d. Updates of students' Functional Behavioral Assessments (FBAs) and Positive Behavior~~al~~ 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 restraint~~s~~ for the ~~2017-18~~ school year.

~~153 with 52 students~~

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

~~2018-19 56 restraints with 29 students 2019-20 34 restraints with 16 students~~

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

~~Decrease of 63% for 2018-19 and Decrease of 39% for 2019-20~~

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

Of the 56 restraints, 37 came from the same school which houses two behavior intervention classrooms for the district. This school has historically had a high number of restraints. During the 2019-20 school year these classrooms struggled to maintain consistent staff. Due to the rapid turnover training was difficult to provide and implement with fidelity. The ESE Department provided additional support at the school to provide mental health and behavioral interventions. The district provided training to administrators and staff regarding de-escalation techniques, mental health friendly classroom strategies, and a focus on building school connections.

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 goal of reducing the number of restraints was met for the 2018-19 school year and actually surpassed the 5% goal and reached a 63% reduction.

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?

There were zero (0) students restrained 15 times or more. Resources implemented to reduce these rates: CPI trainings for paraprofessionals on verbal de-escalation; verbal de-escalation training for all teachers; implementation of functional behavior assessments and Behavior Intervention Plans.

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.

Our district does not support the use of prone restraints. The only School Board approved training protocol for restraint is CPI (Crisis Prevention Intervention)

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

Our district does not support the use of prone restraints. The only School Board approved training protocol for restraint is CPI (Crisis Prevention Intervention).

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.

Mechanical restraints are prohibited in all schools.

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

N/A

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

~~2018-19 data reflects 29 students with disabilities had 56 incidents of documented restraints; 24 of the students were male and 5 were female. The race/ethnicity of the 29 students were 7 Black/African American, 1 Multiracial, 19 white, and 3 Hispanic. The student's primary exceptionalities were 12 EBD, 5 ASD, 4 OHI, 3 IND, 1 DHH, 1 SLD, 1 DD, 1 SI, and 1 504. The types of restraints used were 2 mechanical (SRO handcuffed student) 2 prone, 1 supine, 1 seated, and 50 standing. 2019-20 data reflects 16 students with disabilities had 34 incidents of restraint. Three students were female, 13 males. The ethnicity of the 16 students were 3 Black/African American, 1 Multiracial, 12 white. Student's primary exceptionalities were 5 EBD, 3 ASD, 2 OHI, 1 OI, 1 LI, 1 SLD, 1 DD, 1 SI, and 1 IND. Types of restraints used were 30 Standing, 4 seated. Thirty three restraints followed CPI guidelines with trained staff. One restraint was marked other and conducted by a School Resource Officer from the Sheriff's office.~~

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

The problem solving team includes the teachers, behavior specialists/analysts, ESE Coordinators, school administrators and technical assistance from the Florida PBIS Project. This team created a Postvention form for debriefing, and new training for all staff to develop skills in de-escalation techniques.

~~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 Hernando County School District is determined to reduce restraints by 5% for 2019-2020 and 2020-21 school years based on current district initiatives that are providing more staff training, SEL curriculum, and a multi-tiered system of support for behavior management.~~

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

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

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

Administrators will request CPI training for the establishment of a school-based crisis team. School staff will also be trained in verbal de-escalation techniques to reduce students escalating to risk behaviors. Mental Health supports and staff training have significantly reduced the probability of risk behaviors. When a restraint is done on campus, the school-based crisis team will hold a problem-solving meeting using a debriefing form following the COPING model in CPI workbooks. Crisis teams will evaluate the situation and develop a plan moving forward with the individual student and staff needs as a priority. The district will provide data to school administrators to follow-up on specific students, or classrooms. FLPBIS will continue to support the district with training and technical assistance regarding the development and fidelity of tiered interventions. SEDNET will provide assistance through training and materials to provide information to staff and families regarding the development of self-regulation skills particularly for the EBD populations around the district.

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

Use of SEDNET (Discretionary Project) resources, FLPBIS (Discretionary Project) Technical Assistance and professional development.

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)~~.

~~N/A~~

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.

~~N/A~~

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

~~N/A~~

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

~~N/A~~

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

~~N/A~~

~~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.~~

~~N/A~~

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

~~N/A~~

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

~~Who coordinates the inspection conducted by the Fire Marshal?~~

~~N/A~~

~~How is the safety of the seclusion rooms monitored?~~

~~N/A~~

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

~~N/A~~

~~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.~~

~~N/A~~

~~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.?~~

~~N/A~~

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

~~N/A~~

~~When are the seclusion rooms used?~~

~~N/A~~

~~How are the seclusion rooms used?~~

~~N/A~~

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

~~N/A~~

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

~~N/A~~

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.

N/A

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

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

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

N/A

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

N/A

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

Statutory and Regulatory Citations

Title 34 CFR §§99.7, 300.111, 300.172, 300.226, 300.613-300.621 and ~~300.646~~
Chapters 468, 486, 490 and 491, F.S.
Sections 393.17, 627.6686, 641.31098, 1002.20, 1002.22, 1003.4282, 1003.57, 1003.572, 1006.03, 1011.62, 1012.32 and 1012.321, F.S.
Rules 6A-1.0955, 6A-6.03028 and 6A-6.0311, F.A.C.

Full Educational Opportunity Goal ~~(FEOG)~~

The district assures provision of full educational opportunity to all children with disabilities, aged three through 21, using the kind and number of facilities, personnel, and services necessary to meet this goal. A Free Appropriate Public Education (FAPE) is available to all students with disabilities upon determination of need.

Information to be Provided at Initial Meeting of a Student's IEP Team

In accordance with s. 1003.57(1)(j), F.S., the district school board shall provide each parent with information regarding the amount that the school district receives from the state appropriation for each of the five exceptional student education support levels for a full-time student. The school district shall provide this information at the initial meeting of a student's ~~Individual Educational Plan (~~IEP~~)~~ team.

Ages of Students Served

~~One of the following must be selected.~~ **For students with disabilities who have not graduated with a standard diploma, the district will:**

- (•) Provide services until the day the student turns ~~twenty-two (~~22~~)~~
- ( ) Provide services until the end of the semester in which the student turns ~~twenty-two (~~22~~)~~
- ( ) Provide services through the last instructional day of the school year for all students in the district in which the student turns ~~twenty-two (~~22~~)~~, provided that the student was ~~twenty-one (~~21~~)~~ years old on the first instructional day of school for all students in the district

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

- ( ) Yes
- (•) No

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

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

- (•) Yes
- ( ) No

Section B.2: Parental Input and Meetings

Parental Input and Meetings

In accordance with section 1002.20(21)(a), F.S., Meetings with school district personnel, parents of public school students may be accompanied by another adult of their choice at any meeting with school district personnel. School district personnel may not object to the attendance of such adult or discourage or attempt to discourage, through any action, statement, or other means, the parents of students with disabilities from inviting another person of their choice to attend any meeting. Such prohibited actions include, but are not limited to, attempted or actual coercion or harassment of parents or students or retaliation or threats of consequences to parents or students.

1. Such meetings include, but are not limited to, meetings related to: the eligibility for exceptional student education or related services; the development of an individual family support plan ~~(IFSP)~~; the development of an ~~IEP~~; the development of a 504 accommodation plan issued under ~~s.~~ 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the educational environment, discipline, or placement of a student with a disability.

2. The parents and school district personnel attending the meeting shall sign a document at the meeting's conclusion stating whether any school district personnel have prohibited, discouraged or attempted to discourage the parents from inviting a person of their choice to the meeting.

One of the following must be selected:

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

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

Collaboration of Public and Private Instructional Personnel

Section 1003.572, F.S., provides:

1. As used in this section, the term "private instructional personnel" means:
    a. Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098 ,F.S.
    b. Speech-language pathologists licensed under s. 468.1185.
    c. Occupational therapists licensed under part III of chapter ~~468.~~
    d. Physical therapists licensed under chapter 486.
    e. Psychologists licensed under chapter 490.
    f. Clinical social workers licensed under chapter 491.
2. The collaboration of public and private instructional personnel shall be designed to enhance but not supplant the school district's responsibilities under the Individuals with Disabilities Education Act (IDEA). The school as the local education agency shall provide therapy services to meet the expectations provided in federal law and regulations and state statutes and rules. Collaboration of public and private instructional personnel will work to promote educational progress and assist students in acquiring essential skills, including, but not limited to, readiness for pursuit of higher education goals or employment. Where applicable, public and private instructional personnel shall undertake collaborative programming. Coordination of services and plans between a public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.
3. Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel must be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:
    a. The student's public instructional personnel and principal consent to the time and place.
    b. The private instructional personnel satisfy the requirements of s. 1012.32 or s. 1012.321, F.S.
4. For the purpose of implementing this ~~subsection~~, a school district may not impose any requirements beyond those requirements specified in this ~~subsection~~ or charge any fees.
5. The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free ~~and~~ appropriate public education under IDEA.

Written Agreements

The district assures that written agreements are on file in the district for multi-district programs and for the assignment of instructional personnel to a facility operated by another agency or organization. These written agreements have been developed and approved by all participating school boards or agencies. Each such agreement, in accordance with Rule 6A-6.0311, F.A.C., includes but is not limited to:

~~1.~~ Designating responsibilities for the implementation of district procedures

~~2.~~ Providing transportation

~~3.~~ Providing program and staff supervision

~~4.~~ Funding programs

~~5.~~ Dissolving the agreement

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

- ○ Yes
- ◉ No

If ~~the answer to the above question is~~ yes, include the name~~(s)~~ of the district~~(s)~~ providing services and the types of ESE services provided by each district.

N/A

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.

N/A

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.

N/A

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?**~~

Students ~~that~~ are subject to Florida's Compulsory Attendance Age Requirements and ~~that~~ are housed within the county ~~jail~~/detention center will be provided education through the ~~county jail~~/detention center. ~~Students that are under the age of 22 and classified as a student with a disability will be offered services. The school system advertises and hires highly qualified teachers and one (1) school counselor to meet requirements of the county jail facility~~. The Hernando County School District contact will arrange with the county ~~jail~~/detention center contact ~~a staffing~~ date and time for both parties to meet and plan the student's educational program. ~~If the student is a student with a disability, the ESE contact will be invited to the staffing. The time and date of services delivered will be coordinated with the county jail/detention center schedule so as to not interfere with normal daily routines or requirements.~~ If the student is age 16 or older and they refuse to accept educational services, the Hernando County School District contact will have the student complete and sign a Declaration of Intent to Terminate School Enrollment. This form will be maintained in the student's~~'~~ cumulative file. The Hernando County School District will maintain all ~~educational~~ records of the educational program of the student while at county ~~jail~~/detention center. Whenever a student is transferred ~~out of the county jail/detention center,~~ or released ~~from county jail/detention center,~~ the county ~~jail~~/detention center contact will notify the Hernando County School District contact. The Hernando County School District contact will contact the Hernando County School District ~~Student Services Department to have the student withdrawn from the Hernando County School District database~~.

~~Districts that enter into a contract with a private provider are responsible for oversight. For exceptional students, districts should ensure that exceptional students have a current individual educational plan (IEP), that the IEP contains measurable annual goals (including academic and functional), that the IEP is being implemented, that parents are invited to the IEP team meeting, and that the appropriate team members are present at the meeting.~~

Placement in a residential facility of a student with a disability by a public agency other than the school district

1. In accordance with s. 1003.57(3), F.S., an exceptional student with a disability may be placed in a private residential care facility by the Department of Children and Families, Agency for Persons with Disabilities, or Agency for Health Care Administration. For this purpose, "placement" is defined as the funding or arrangement of funding by an agency for all or a part of the cost for an exceptional student with a disability to reside in a private residential care facility and the placement crosses school district lines.

2. The private residential care facility, or a residential facility that is operated, licensed, or regulated by a public agency shall ensure that, within 10 business days of a student with a disability being placed in the facility, written notification of the placement is provided to the school district where the student is currently enrolled and counted for funding purposes under s. 1011.62, F.S. (sending school district), and the school district where the residential facility is located (receiving school district). If the student is not currently counted for funding purposes in the school district in which the legal residence of the student is located, the school district in which the legal residence of the student is located also shall be notified by the residential facility in writing within the required timeline. The placing agency shall collaborate with the residential facility to determine how that notification will be provided within the required timeline.

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

Each school district is responsible for assuring the proposed program at the nonpublic school or community facility is appropriate to meet the educational needs of the exceptional student with a disability, or early intervention needs of the infant or toddler with a disability, placed through a contractual agreement. This is not meant to limit the responsibility of agencies in the state other than the district school boards from providing or paying some or all of the cost of a free appropriate public education or early intervention services to be provided to children with disabilities ages birth through 21 years.

Contractual Arrangements with Private Schools

Statutory and Regulatory Citations

Section 1003.52, F.S.
Rules 6A-6.0361, F.A.C.

1. Each school district shall provide special education and related services to an exceptional student with a disability through a contractual agreement with an approved nonpublic school or community facility under ~~**any**~~ of the following circumstances:

    a. When the school district determine~~s~~ that no special educational program offered by ~~the district~~, a cooperating school district, or a state agency can adequately ~~meet~~ the educational program ~~needs~~ for ~~a~~ student

    b. For the provision of the educational component of a residential placement for an exceptional student with a disability when such a placement is made by another public agency for the primary purpose of addressing residential or other noneducational needs. The student's IEP may reflect that the residential placement is not required for the student to benefit from special education ~~that~~ could otherwise be provided by the school district during the day

    c. For the provision of a non-residential interagency program ~~for an exceptional student with a disability that provides~~ educational programming in accordance with the student's IEP

    d. In collaboration with the Part C Early Steps Program ~~for the provision of~~ early intervention services for an infant or toddler with a disability when the school district has determined that a nonpublic or community facility can provide appropriate services for the infant or toddler in accordance with an Individualized Family Support Plan (IFSP)

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

District Responsibilities

~~1~~. Before the school district executes a contract with a nonpublic school or community facility, the school district will determine that the school or facility:

    ~~a~~. Has qualified personnel as defined in Rule 6A-1.0503, F.A.C., or appropriate licensing entities and appoints noncertified instructional personnel according to the policies required in Rule 6A-1.0502, F.A.C. Personnel in an out-of-state nonpublic school or community facility shall be certified or licensed in accordance with the standards established by the state in which the nonpublic school or community facility is located.

    ~~b~~. Provides instructional school day and year consistent with s. 1011.61, F.S, taking into account the number of school hours or school days provided by the school district.

    ~~c~~. Maintains current sanitation and health certificates and fire inspections for each appropriate building and will be open for inspection by appropriate authorities.

d. Protects the confidentiality of student records and information and assures the provision to the parent or student whose rights have transferred upon reaching the age of majority (age 18), the right of access, copies, amendments, and hearings as specified in Rule 6A-1.0955, F.A.C.

e. Designates staff member to be responsible for the administration of the provisions of the contract and supervision of the educational program provided to each student, or early intervention services provided to each child age birth through two years, under the contract.

f. Has written procedures for admission, dismissal, and separation of students, if appropriate.

g. Has a written description of the support services that are available and will be provided to each student placed under a contract in accordance with each student's IEP or each child's IFSP.

h. Has written policies concerning: care of the student in emergencies; clinical and administrative records; personnel policies; staff duties; fee schedules; food services; and insurance coverage.

i. Complies with requirements of: the Office for Civil Rights (OCR); the Americans with Disabilities Act (ADA); Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Boy Scouts of America Equal Access Act (Section 9525 of the Elementary and Secondary Act of 1965, as amended by the No Child Left Behind Act of 2001).

j. Files reports with the Department of Education as prescribed in s. 1002.42, F.S., if applicable.

Contents of Contract

1. A contract between a district school board and a nonpublic school or community facility to provide educational programs for an exceptional student with a disability, or early intervention services to a child with a disability age birth through two, shall not extend beyond the school district's fiscal year, and shall include at least the following:

a. Written assurance that the nonpublic school or community facility is staffed by qualified personnel as defined by rule 6A-1.0503, F.A.C., or an appropriate and identified licensing entity.

b. A description of the scope of service provided by the nonpublic school or community facility and how it relates to the IEP of the exceptional student with a disability or the IFSP of the infant or toddler with a disability.

c. Provision for reporting to appropriate school district personnel and the parent on the student's progress in meeting the annual goals in accordance with the IEP or the child's and family's progress in meeting the major outcomes in accordance with the IFSP.

d. Provision for appropriate school personnel to review the program provided by the nonpublic school or community facility and to confer with the staff of the nonpublic school or community facility at reasonable times.

e. Provision for reporting to appropriate school district personnel any non-attendance of the exceptional student with a disability or the infant or toddler with a disability.

f. Provision for notifying appropriate school district personnel and the parent of the use of seclusion or restraint of the student, in accordance with section 1003.573, F.S.

g. The method of determining charges and sharing costs with other agencies for the placements under the contract, including the projected total cost to the school district.

h. Identification of financial responsibility.

i. Method of resolving interagency disputes. Such methods may be initiated by district school boards to secure reimbursement from other agencies.

j. A schedule for review of the program being provided to the exceptional student with a disability or the infant or toddler with a disability, through the contract.

k. Provision for terminating the contract.

l. Written assurance of compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

Additional District Responsibilities

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

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

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

Florida Educational Finance Program (FEFP) Funds

When an exceptional student with a disability, or infant or toddler with a disability, is enrolled in a nonpublic school or community facility program under contractual arrangement for providing a special educational program or early intervention services as provided herein, the student, or infant or toddler, shall generate FEFP funds for the school district in the appropriate cost categories as established in s. 1011.62, F.S., as outlined below.

1. The nonpublic school or community facility program meets the criteria referenced under **District Responsibilities** in Part I, Section ~~B.4.~~
2. The student is regularly attending the program, and the length of the school day and minimum number of days are in compliance with Rule 6A-1.045111, F.A.C.
3. The student is appropriately identified as an exceptional student with a disability by the school district, or the infant or toddler has been determined eligible as an infant or toddler with a disability by the Part C Early Steps Program, ~~but~~ does not include students identified solely as gifted.
4. An IEP or IFSP for the student has been developed as required.
5. Full-time equivalent student membership for each exceptional student with a disability, or infant or toddler with a disability, under a contractual arrangement is included in the school district's report of membership.
6. Annually and prior to the first report of ~~full-time equivalent~~ membership for a student in a residential placement in a nonpublic or community facility program, a copy of the contracts signed by all participating parties shall be filed with the Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services, 325 West Gaines Street, Tallahassee, Florida 32399.

When a school district contracts for the educational component of a residential placement for a group of students, one ~~(1)~~ contract with student names or individual contracts shall be filed.

Notes:

When an exceptional student with a disability is offered an appropriate educational program by the school district and the parent waives ~~his~~ opportunity in favor of a nonpublic program selected by the parent, the parent shall assume full financial responsibility for the student's education.

Section 1003.57(2)(a), F.S., states, "an exceptional student with a disability who resides in a residential facility and receives special instruction or services is considered a resident of the state in which the student's parent is a resident." The statute further indicates that nonresident students with disabilities ~~being serviced~~ in residential facilities "may not be reported by any school district for FTE funding in the ~~Florida Education Finance Program~~ (FEFP)."

The district contracts for special education and related services with nonpublic schools, residential facilities, or community facilities.

- (•) Yes
- ( ) No

If **yes**, describe the district's procedures for the following:

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

Hernando County School Board (HCSB) collaborates with Agency for Persons with Disabilities (APD) when a student has needs that go beyond the scope of the school district by the recommendation of APD. Upon request, APD provides documentation that the proposed facility is licensed and in good standing with the State of Florida.

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.

When the contract is developed between system and facility, a stipulation of the contract requires personnel be appropriately screened and certified including the out-of-field notification requirements. A copy of the contract is maintained in the district Exceptional Student Education.

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 Individual Education Plans (IEPs) or Individual Family Support Plans (IFSPs) are maintained in the district Exceptional Student Education (ESE) office including monthly progress reports. A copy of the IEPs or IFSP's will be sent to the Department of Education, Bureau of Exceptional Education and Student Services.

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

~~**Limited English Proficiency (LEP) Students**~~

The school district assures that LEP students who are also students with disabilities have programming and services pursuant to federal and state laws and regulations

Section ~~B.7~~: Child Find

~~**Child Find**~~

1. The State has assigned to local school districts and the Florida Diagnostic and Learning Resources System (FDLRS) associate centers the responsibility for fully informing parents about the requirements of identifying, locating, and evaluating students with disabilities in accordance with 34 CFR §300.111 and ss. 1006.03 and 1003.57, F.S.
2. The focus for FDLRS's child find activities is children birth to ~~five~~ years of age and children attending **nonpublic** schools. FDLRS also serves as a link between school districts and the identification, location, and evaluation services of the local ~~Early Steps programs,~~ county health units, ~~Head Start,~~ Florida School for the Deaf and the Blind ~~(FSDB)~~, and the individual school districts.

    ~~a~~. In addition to these functions, FDLRS centers have been authorized to provide testing and evaluation services to nonpublic school pupils or other children who are not enrolled in public schools and to assist districts in providing testing and evaluation services for high-risk or infants and preschool children with disabilities.

~~3.~~ For parentally-placed private school students, the district in which the private school is located has the responsibility for child find if the private school is **nonprofit**. If the private school is **for-profit**, the district of the student's residence has the child find responsibility.

Section ~~B.~~8: Confidentiality of Student Records

~~Confidentiality of Student Records~~

In accordance with 20 United States Code (U.S.C.) §1232g, 34 CFR §§300.613–300.621, s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C., the district assures that a formal policy is in place to guarantee the confidentiality of student records. This policy includes the following:

1. Access rights

    a. The district will permit parents to inspect and review any educational records relating to their children that are collected, maintained, or used by the district, without unnecessary delay and before any meeting regarding an IEP, IFSP, or educational plan (EP), or any hearing relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the student, and in no case more than 30 days from the request. The parent has the right to:

        - A response from the district for reasonable explanation and interpretation of the records
        - Request that the district provide copies of the records if failure to do so would deprive the parent of the right to review the records
        - Have a representative of the parent inspect and review the records

    b. The district presumes that the parent has authority to inspect and review records relating to that parent's child unless otherwise advised that the parent does not have such authority.

    c. The district keeps a record of parties obtaining access to student records, other than the parent or authorized district or school employees, which includes the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

    d. When the educational record includes information about more than one student, the parent may review the information relating only to that parent's child.

    e. The district will provide the parent, upon request, a list of the types and locations of educational records relating to that parent's child.

    f. The district may charge a fee for copies of records if the fee does not prevent the parent from accessing the records. A search or retrieval fee may not be charged.

2. Amendment of student records

    a. The student's parent who believes that information within the student's educational records contains inaccurate or misleading information, or violates the privacy or other rights of the child, may request that the district amend the information.

    b. The district will decide whether to amend the information in accordance with the request within a reasonable period of time.

    c. If the district refuses to amend the information, it will inform the parent of the refusal and advise the parent of the right to a hearing, in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974.

    d. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will amend the record accordingly and inform the parent in writing.

    e. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will inform the parent of the right to place in the record a statement commenting on the information or setting forth any reason for disagreement with the decision of the district.

    f. Any explanation placed in the student's record will be maintained by the district as part of the student's record as long as the district maintains the record or the contested portion. If the record is disclosed by the agency to any party, the explanation will also be disclosed.

3. Consent

    a. Parental consent will be obtained before personally identifiable information is disclosed to anyone other than officials of the district or other party with a legitimate interest in the record, or as specifically authorized by FERPA and s. 1002.22, F.S.

    b. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before personally identifiable information is released to officials of participating agencies that provide or pay for transition services.

    c. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before any personally identifiable information about a child is released between school district officials where a private school is located and officials in the school district of the parent's residence in situations involving parentally placed private school students.

4. Safeguards

    a. The district will protect the confidentiality of personally identifiable information during the collection, storage, disclosure, and destruction of records.

    b. The principal or designee at each school assumes responsibility for ensuring confidentiality of student records.

    c. All persons using or collecting personally identifiable information must receive training in confidentiality procedures.

    d. The district will maintain for public inspection a current listing of the names and positions of those employees within the district who have access to personally identifiable information.

5. Destruction of information

    a. The district will inform parents when personally identifiable information is no longer needed to provide education services to the student. This information must be destroyed at the request of the parent.

    b. A permanent record of the student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

6. Annual written notice to parents

    a. The district will provide annual written notice to inform the adult student, or the parent or guardian, of the rights defined in s. 1002.22, F.S., and 34 CFR §99.7. Items to be included in the notice are:

        - The right to review and inspect the student's education records, including the procedures to exercise this right
        - The right to seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights, including the procedures to request an amendment
        - The right to consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA and state statute permits disclosure without consent
        - The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA

    b. The district will have developed alternate methods of notice for informing adult students or the parent or guardian unable to comprehend a written notice in English.

7. ~~Free Appropriate Public Education (~~FAPE~~)~~

The district ~~assures~~ that FAPE is available to all students with disabilities residing in the district ~~between the~~ ages ~~of three and 22~~ years, including: students with disabilities who have been suspended or expelled from school; students with disabilities who have graduated with a ~~special diploma or~~ certificate of completion, but have not attained the age of 22; students in the care and custody of DJJ, and students with disabilities who attend public charter schools. FAPE is also available to students identified as gifted in kindergarten through Grade 12. FAPE ~~no longer applies~~ to students who have graduated from high school with a standard diploma

and ~~do~~ not defer receipt of the diploma in accordance with s. 1003.4282~~(11)~~(c), F.S. A standard diploma does not include an alternative degree that is fully aligned with the state's academic standards, such as a certificate of completion or a General Educational Development credential (GED), in accordance with Rule 6A-6.03028(1)(a), F.A.C.

8. Transition from Part C to Part B

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

9. Funding formula

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

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

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

~~Coordinated Early Intervening Services (CEIS)~~

IDEA regulations, 34 CFR §300.226, permit an local educational agency (LEA) to voluntarily use up to 15 percent of Part B funds to develop and implement ~~coordinated early intervening services~~. CEIS is for students who have not been identified as students with disabilities under IDEA, but who have been identified as needing additional academic and behavioral supports to succeed in general education.

CEIS may be used for:

- Direct instruction of students in kindergarten through Grade 12, with a particular emphasis on students in kindergarten through Grade three;
- Professional development for teachers and other school staff for the delivery of scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction and instruction in the use of adaptive and instructional software; and
- Educational and behavioral evaluations, services and supports.

Any LEA that uses Part B funds for coordinated early intervening services must annually report to the State Educational Agency (SEA) the number of students served by CEIS.

The SEA may require an LEA to reserve 15 percent of its Part B funds for CEIS, when significant disproportionately based on race or ethnicity is determined according to IDEA regulations 34 CFR §300.646~~(b)~~(2).

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

~~**National Instructional Materials Access Center (NIMAC)**~~

Statutory and Regulatory Citations

34 CFR §300.172

1. The school district assures compliance with the National Instructional Materials Accessibility Standard (NIMAS) to provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
2. Instructional materials may be purchased through the NIMAC in the same manner and conditions as authorized by the state.
3. School districts may choose not to coordinate with the NIMAC, but must ensure that children with disabilities who need instructional materials in accessible formats receive those materials in a timely manner.

Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

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

Procedural Safeguards

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

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

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

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

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

One of the following must be selected:

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

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

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

One of the following must be selected:

- (●) The district will use the ~~Department of Education's~~ Procedural Safeguards for Exceptional Students who are Gifted , as posted on the ~~Department's~~ website to inform the parents as required.
- ( ) The district will use a different notice of procedural safeguards for parents of students who are gifted to inform the parents as required. A copy of this notice is located in Appendix A.2
- ( ) This ~~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.

When the Hernando County School District is notified of a due process hearing request, the school district will have 10 calendar days to respond to the due process complaint. If the school district files a due process complaint the parent will have 10 calendar days to respond to the issues listed in the schools complaint. The district will schedule a resolution meeting within the fifteen day timeline with the relevant IEP team members. If the parent files an expedited due process hearing request, the district will hold a resolution meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint within 7 calendar days. All resolution meetings will include a representative of the district who has the decision making authority on behalf of the district and may not include an attorney of the district unless the parent is accompanied by an attorney. The resolution meeting will convene with the parents and the relevant members of the IEP team. The IEP Team members will have specific knowledge of the facts identified in the due process complaint. A resolution meeting doesn't need to be held if the parent and the district agree in writing to waive the meeting; or the parent and the district agree to participate in mediation. If a resolution does not resolve the issues that were presented to both parties satisfaction, then a due process hearing may proceed.

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

Statutory and Regulatory Citations

34 CFR §§300.9, 300.300 and 300.503
~~Section 1003.4282, F.S.~~

Procedures

A parent of a student with a disability who has been receiving specially designed instruction and related services may revoke consent for such services.

1. The parent's request for revocation must be in writing.
2. The district will provide the parent with written notice under 34 CFR §300.503 before ceasing the provision of special education and related services.
3. The district may not continue to provide special education and related services to the child.
4. The district will not use mediation or due process procedures to challenge the parent's revocation of consent.
5. The district is not required to convene an IEP team or develop an IEP for further provision of special education and related services for the student.
6. The district is not required to amend the ~~child's~~ education records to remove any reference to the ~~child's~~ previous receipt of such services.
7. The district will not be considered to be out of compliance with ~~IDEA~~ for failure to provide a ~~FAPE~~ to an otherwise eligible child.

Requirements or Options No Longer Applicable

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

1. The revocation applies to all services the student is receiving as a student with a disability, including instructional and testing accommodations; the revocation cannot be for some services but not others.
2. The procedural safeguards that apply to students with disabilities, including disciplinary protections, will no longer apply to the student.
3. The options in accordance with s. 1003.4282 ~~(10)~~, F.S., for a student with an individual educational plan to satisfy the standard high school diploma requirements will not be available.

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

Statutory and Regulatory Citations

34 CFR §§300.520 and 300.320
Chapter 744, F.S.
Section 393.12, F.S.
Rules 6A-6.03028, 6A-6.03011, 6A-6.0311 through 6A.6.0361, and 6A-6.03311, F.A.C.

Procedures

1. When a student with a disability reaches the age of 18, except for a student with a disability who has been determined incompetent under state law or who has had a guardian advocate appointed to make educational decisions as provided by s. 393.12, F.S., all rights afforded to parents under Rules 6A-6.0311 through 6A-6.0361, F.A.C., transfer to the student. However, the right to notice under Rules 6A-6.0311 through 6A-6.0361, F.A.C., is retained as a shared right of the parent and the student.

2. At least one year before the student's eighteenth birthday, the district will inform the student of his or her rights under Part B of the Individual with Disabilities Educational Act (IDEA), if any, that will transfer from the parent to the student on reaching the age of majority, which is 18 years of age. The student's individual educational plan will include a statement that the student has been informed of the rights, if any, that will transfer to the student at 18 years of age.

3. The school district will notify the student and the parent of the transfer of rights when the student attains the age of 18; this notice is separate and distinct from the notice that was provided to the student and the parent at least one year before the student's eighteenth birthday.

4. For a student with a disability who has attained age 18 and is incarcerated in a juvenile justice facility or local correctional facility, all rights accorded to parents under Part B of the IDEA transfer to the student, including the right to notice.

5. For students incarcerated in state correctional facilities, all rights accorded to parents under Part B of the IDEA transfer to the student, including notice, regardless of the age of the student.

6. If a student with a disability has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program, procedures established by statute may be used by the parent to take one of the following actions:

    a. Have the student declared incompetent and the appropriate guardianship established in accordance with the provisions of Chapter 744, F.S.

    b. Be appointed to represent the educational interests of the student throughout the student's eligibility for Free Appropriate Public Education (FAPE) under Rules 6A-6.03011 through 6A-6.0361, F.A.C.

    c. Have another appropriate individual appointed to represent the educational interests of the student throughout the student's eligibility for FAPE under Rules 6A-6.0311 through 6A-6.0361, F.A.C., if the parent is not available in accordance with s. 393.12, F.S.

Section D: Surrogate Parents

Statutory and Regulatory Citations

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

Definition

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

Procedures

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

    a. Must be at least 18 years old.

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

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

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

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

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

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

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

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

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

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

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

f. Nothing in s. 39.0016, F.S., or in Rule 6A-6.0333, F.A.C., shall limit or prohibit the continuance of a surrogate parent appointment when the responsibility for the student's educational placement moves among and between public and private agencies.

g. For a child known to the DCF, the responsibility to appoint a surrogate parent resides with both the district school superintendent and the court with jurisdiction over the child.

- If the court elects to appoint a surrogate parent, notice shall be provided as soon as practicable to the child's school.
- At any time the court determines that it is in the best interests of a child to remove a surrogate parent, the court may appoint a new surrogate parent for educational decision-making purposes for that child.

h. The surrogate parent shall continue in the appointed role until the occurrence of one of the following circumstances:

- The child is determined to no longer be eligible or in need of special programs, except when termination of special programs is being contested
- The child achieves permanency through adoption or legal guardianship and is no longer in the custody of DCF
- The parent who was previously unknown becomes known, whose whereabouts were unknown is located, or who was unavailable is determined by the court to be available
- The appointed surrogate no longer wishes to represent the child or is unable to represent the child
- The superintendent of the school district in which the child is attending school, the FDOE contract designee, or the court that appointed the surrogate determines the appointed surrogate parent no longer adequately represents the child
- The child moves to a geographic location that is not reasonably accessible to the appointed surrogate

i. The appointment and termination of appointment of a surrogate shall be entered as an order of the court with a copy of the order provided to the child's school as soon as practicable.

3. The person appointed as a surrogate parent:

a. Must be acquainted with the child and become knowledgeable about his or her disability and educational needs

b. Must represent the child in all matters relating to identification, evaluation, and educational placement and the provision of a free and appropriate education to the child

c. Must represent the interests and safeguard the rights of the child in educational decisions that affect the child

4. The responsibilities of the person appointed as a surrogate parent shall not extend to the care, maintenance, custody, residential placement, or any other area not specifically related to the education of the child, unless the same person is appointed by the court for such other purposes.

5. A person appointed as a surrogate parent shall enjoy all of the procedural safeguards afforded a parent with respect to the identification, evaluation, and educational placement of a student with a disability or a student who is suspected of having a disability.

6. A person appointed as a surrogate parent shall not be held liable for actions taken in good faith on behalf of the student in protecting the special education rights of the child.

7. A school district may compensate persons appointed as surrogate parents. A person acting as a surrogate parent is not an employee of the school district or FDOE-contracted program solely because he or she is paid by the school district or FDOE

contracted program to serve as a surrogate parent.

8. In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency or transitional shelters, independent living programs, and street outreach programs, as well as McKinney-Vento liaisons or other school district staff, may be appointed as temporary surrogate parents without regard to the requirements until a surrogate can be appointed who meets all of the requirements.

One of the following must be selected:

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

Describe the district's procedures for determining when a student who has or is suspected of having a disability needs a surrogate parent, including documentation of reasonable efforts to locate or contact the parent, if applicable. (i.e., no clear evidence that parental rights have been terminated).

A child is considered to be in need of a surrogate parent when the child is an exceptional student or is suspected of being an exceptional student (Rule 6A-6.0333, FAC) and any one of the following apply: · The child's parent, after diligent inquiry, remains unknown. · The whereabouts of a parent cannot be discovered (including when the child is an unaccompanied homeless youth). · The child is a ward of the state or the court. The Hernando County School Board assumes the responsibility for the recruitment, training, appointment, and assignment of the surrogate parent (Rule 6A-6.0333(2), FAC).

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

~~Recruiting surrogate parents:~~ Many local resources are utilized to promote and recruit for the surrogate program including but not limited to: • Placing a notice in the community news section of the local newspaper. • Running a request for volunteers on the community bulletin board of the local public television, public access cable station, and Hernando Instructional Television (HITV). • Requesting to be on the program at meetings of organizations such as the Parent-Teacher-Association (PTA) or Parent-Teacher Organization (PTO), Exceptional Student Education (ESE) Advisory Board, etc. No financial compensation will be provided for surrogate parent services. Training surrogate parents: The Hernando County ESE department, in collaboration with FDLRS, will conduct surrogate parent training bi-annually unless a need arises more frequently. Topics covered in the training will include, but not limited to: • the referral • evaluation • staffing • program planning aspects of ESE programs • rights and responsibilities of ESE students and surrogate parent(s) • components of an Individual Education Plan (IEP) and Procedural Safeguards • confidentiality of student records and information • information and assistance available to surrogate parent(s). All surrogate parents who complete the required training will receive a certificate of completion. After the eligible applicant participates successfully in the introductory training, their names will be placed on Hernando County's “surrogate parent” list for consideration as a match for an individual student in need of a surrogate parent. Any surrogate parent(s) who have been appointed by a judge, including a guardian ad litem must also be trained by the Hernando County School district or provide verification of an equivalent training from another school district in Florida. Appointing a Surrogate Parent: The ESE Program/Staffing Specialist or Administrator of the school will notify the ESE Director of a child in need of a surrogate parent and send in the Request for a Surrogate Parent Form. The ESE Director will verify the need for a surrogate parent and match the surrogate parent to the student. The surrogate parent will receive an appointment letter signed by the Superintendent (Rule 6A-6.0333(2) (a), (FAC) which will be mailed to the appointed surrogate parent. The surrogate parent will then sign an acceptance letter. When the ESE Director receives a "Request for a Surrogate Parent" form from an ESE program staffing specialist, school administrator or DCF/Lead agency case manager then a surrogate parent will be matched to that student and documented on the "Surrogate Parent Notification of Student Assignment" form. The surrogate parent will remain assigned to that student until the student's status changes as documented on the "Letter of Termination of Surrogate Parent Assignment" form. The student's legal status and need for a surrogate parent will be reviewed by the ESE program staffing specialist prior to every ESE meeting.

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

Statutory and Regulatory Citations

34 CFR §§99.31 and 300.323
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03028, 6A-6.0331, 6A-6.0334 and 6A-6.0361, F.A.C.

Definition

A transferring exceptional student is one who was previously enrolled as an exceptional student in any other school district or agency and who is enrolling in a different Florida school district or in an educational program operated by the Florida Department of Education through grants or contractual agreements in accordance with s. 1003.57, F.S.

Procedures

1. IEPs or EPs for students who transfer school districts within Florida
   If an exceptional education student who had an IEP or EP that was in effect in a previous Florida school district transfers to the school district and enrolls in a new school, the new school district (in consultation with the parents or legal guardians) will provide FAPE to the student, which includes services comparable to those described in the child's IEP or EP from the previous Florida school district, until the school district does **one** of the following:

   a. Adopts the student's IEP or EP from the previous school district.

   b. Develops, adopts, and implements a new IEP or EP that meets the applicable requirements of Rule 6A-6.03028 - 6A-6.0361, F.A.C.

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

   ~~a~~. Adopts the student's IEP or EP from the previous school or school district, or

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

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

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

3. IEPs for students who transfer from outside Florida
   If an exceptional education student who had an IEP that was in effect in a previous school district in another state transfers to ~~the school district and enrolls in~~ a Florida school district within the same school year, the new Florida school district (in consultation with the parents) will provide the student with FAPE (including services comparable to those described in the student's IEP from the previous school district) until the school district does ~~both~~ of the following:

   a. Conducts an initial evaluation in accordance with Rule 6A-6.0331, F.A.C., or determines that evaluation is not necessary.

b. Develops, adopts, and implements a new IEP or EP, if appropriate, that meets the applicable requirements of Rules 6A-6.03011 through 6A-6.0361, F.A.C.

~~If a transfer student enters the school district with a specific methodology or curriculum on their IEP that was provided through therapy as a related service (e.g., Handwriting without Tears©, sensory integration, neurodevelopmental treatment), and the particular program stated on the IEP is not used in the new school district, another comparable strategy or intervention can be used until the new school district is able to conduct an evaluation, if determined necessary, and develop, adopt and implement a new IEP, if appropriate.~~

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

5. Parental consent
   The student's new school district is **not** required to obtain parental consent for the initial provision of services for transferring exceptional students determined eligible for services. However, written informed parental consent **is** required before the new school district can conduct an initial evaluation to determine if a student has a disability and needs special education and related services.

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

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

Statutory and Regulatory Citations

34 CFR §300.154
Rules 6A-6.03011 through 6A-6.0361, 6A-6.03028 and 6A-6.03311, F.A.C.

Procedures

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

1. ~~With regard to~~ services required to provide FAPE to an eligible student under the IDEA, the school district:

    a. May not require parents to sign up for or enroll in public insurance programs in order for their student to receive FAPE under Part B of the IDEA.

    b. May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to the IDEA– the district may pay the cost that the parent otherwise would be required to pay.

    c. May not use a student's benefits under a public insurance program if that use would (any of the following):

        - Decrease available lifetime coverage or any other insured benefit.
        - Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school.
        - Increase premiums or lead to the discontinuation of benefits or insurance.
        - Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

    d. Prior to accessing the student's or parent's public benefits or insurance for the first time, and after providing notification to the student's parent as described in Rule 6A-6.03028(3)(q)1.e., F.A.C., the school district must obtain written, parental consent that specifies each of the following:

        - The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student
        - The purpose of the disclosure, such as the purpose of billing for services
        - The agency to which the disclosure may be made
        - The parent understands and agrees that the school district may access the insurance to pay for the services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C.

    e. Prior to accessing a student's or parent's public benefits for the first time, and annually thereafter, the school district must provide written notification consistent with requirements found in Rule 6A-6.03311(1)(a) and (b), F.A.C., to the student's parents that includes all of the following:

        - A statement of the parental consent provision in Rule 6A-6.03028(3)(q)1.d., F.A.C.
        - A statement of the no cost provisions of Rule 6A-6.03028(3)(q)1., F.A.C.
        - A statement that the parents have the right to withdraw their consent to disclose their child's personal identifiable information to the agency responsible for the administration of the State's public benefits or insurance at any time.
        - A statement that the withdrawal of consent or refusal to provide consent to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program does

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

2. ~~With regard to~~ students with disabilities who are covered by private insurance, a school district may access a parent's private insurance proceeds to provide services required under the IDEA only if the parent provides written informed consent. Each time the school district proposes to access the parent's private insurance to provide services required under IDEA, the agency must obtain parental consent and inform the parents that their refusal to permit the school district to access their private insurance does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.

3. If a school district is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required to ensure a FAPE, the school district may use its IDEA Part B funds to pay for the service. To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the school district may use its IDEA Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

Section G: General Education Intervention Procedures

Statutory and Regulatory Citations

34 CFR §§300.302, 300.306, and ~~300.308- 300.310~~
Sections 1008.25 and 381.0056, F.S.
Rules 6A-6.03018,6A-6.03019, 6A-6.03020, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

General education intervention procedures are activities conducted by a district for kindergarten through Grade 12 students enrolled in public schools who need additional academic or behavioral support to succeed in the general education environment. These activities are embedded in the district's responsibility to implement a multi-tiered system of supports that is integrated into a continuum of evidence-based academic and behavioral interventions. In implementing a data-based problem-solving process designed to develop a coordinated continuum of evidence-based instruction and intervention practices, a district may engage in activities that include educational and behavioral evaluations, services, supports, evidence-based literacy instruction and professional development for teachers and other school staff, and where appropriate, instruction on the use of adaptive and instructional technology.

General Education Intervention Procedures for K-12 Students Suspected of Having a Disability Who are Enrolled in Public Schools

1. Parent involvement in general education intervention procedures
   The district provides opportunities for parents to be involved in a data-based problem-solving process to address the student's academic or behavioral areas of concern. There must be discussion with the parent regarding the data used to identify the problem, the plan for addressing the problem through intervention, the plan for monitoring student progress, the student's responses to instruction and interventions, modification of the interventions when needed and anticipated future action to address the student's learning or behavioral needs. The district must maintain documentation of parental involvement and communication.

2. Observations of student in the educational environment
   The school district conducts observations of the student in the educational environment and, as appropriate, in other settings to document the student's academic or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general education classroom.

3. Review of data
   The school district reviews social, psychological, medical, and anecdotal records and achievement data in the student's cumulative folder and demonstrates through data that the student was provided appropriate instruction in the regular education settings, which was delivered by qualified personnel. Attendance records are reviewed and used as one indicator of a student's access to instruction.

4. Sensory screenings and diagnostic assessments

   a. Hearing and vision screenings are completed for the purpose of ruling out sensory deficits that may interfere with the student's academic and behavioral progress. Hearing and vision screenings are conducted in accordance with the school district’s school health plan. In certain circumstances, a current evaluation by a medical professional may be used as the screening report.

   b. Additional screenings and assessments are conducted to assist in determining academic or behavioral interventions, as appropriate. Student screenings to determine instructional and behavioral intervention strategies are not considered to be an evaluation for eligibility for special education and related services.

5. Implementation of evidence-based interventions

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

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

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

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

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

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

- ○ ~~Yes~~
- ◉ ~~No~~

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

~~N/A~~

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

Hernando County has a district-wide expectation for the use of data-based problem solving at the district, school, grade, subject, and individual student level. These expectations for problem solving and the provision of strong instruction and tiered intervention matched to student needs are communicated through the District Strategic Plan, School Improvement Plans, Student Progression Plan and School Procedures Handbook, District Reading Plan, Student Code of Conduct, and MTSS Academic and Behavior Resource Maps. In addition to district documents setting a basis for problem solving and Multi-Tiered System of Supports (MTSS) Implementation, MTSS procedural documents, written resource tools, and district-developed forms are available for use by schools and staff. An MTSS procedures handbook is available to all staff and includes district documents, written resource tools and district developed forms. ~~MTSS databases are utilized to document interventions, progress monitoring, and evaluation measures. The two (2) primary databases utilized presently include "Performance Matters/Unify" and the "Response to Interventions – Behavior (RtI-B)" systems. Various reports, including specific sub groups or individual reports, can be generated as needed. Both academic and behavioral data reports are part of the MTSS process and integrated by the problem solving teams. Discrete elements can be isolated to assist in the problem identification and analysis.~~

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?

District level universal screening tools include FLKRS, District English Language Arts Writing assessment (DELAW), iReady, district created common benchmark and formative assessments, and Office Discipline Referral (ODR) data through RtI-B. Progress monitoring tools available district wide include Ongoing Progress Monitoring (OPM) oral reading fluency measures, iReady Growth Monitoring, Math Navigator data, Agile Minds measures, and student discipline data through RtI:B. Individual schools have Problem Solving Teams and also implement site specific progress monitoring tools such as Scholastic Reading Inventory (SRI) Lexile, easy Curriculum Based Measurement (easyCBM), STAR reading assessments, Successmaker course level, content area common assessments, behavior report card data, and other methods of measuring growth. At Tier 2, ongoing progress monitoring data are collected frequently (approximately monthly). During the problem analysis, in Tier 2, the team addresses the questions such as: Why is the problem occurring? Then from this point the team develops a hypothesis to explain why the problem is occurring and predict what research based intervention might be considered to prevent the problem from reoccurring in the future. Data is collected to either confirm or refute that the hypothesis was correct and if the intervention is working. It is also denoted that the conversation reflects parental input that leads to further discussion of the problem identification and if the skill deficit is being addressed. The response to the intervention is gauged at various levels of positively closing the gap and the expected performance of the student. Often, the observed performance needs to demonstrate the performance is closing the gap, and the student will begin to respond and come within a range of the grade level expectations. If the response is questionable, the team would decipher if the intervention/instruction is widening the gap and to be able to discuss and determine if the problem identification is correct. If the gap is still widening, the conversations would lead to restructuring the intervention or increase the intensity. Prompted questions for the discussion might be: Was the intervention implemented as intended? Depending on the answer the decision would be to either continue or to assess if the need to continue is warranted based upon the rate at which the intervention may progress. If the response is identified as poor, then the team would review the data to intervene since the gap is widening and regardless of rate, the progress is not occurring. Questions that are considered are: Was the intervention implemented as intended? Depending on the response, the team would determine if the strategies need to be increased with fidelity and integrity. Is the intervention aligned with the verified hypothesis? Are there some other possible interventions to verify the hypothesis? Was the problem identified correctly? Throughout the process, consulting with the parent regarding the needs of the student, and any additional assistance that may be required for the student, are relayed and discussed. Tier 3 interventions are monitored more frequently (approximately weekly, but may vary based on each progress monitoring tool's recommended interval) in order to make instructional decisions in a timely manner. Monitoring is more targeted and specific to the individual student's academic or behavioral concern. Review of Tier 3 interventions occurs at regularly scheduled intervals based upon the problem-solving team's recommended review date, which is documented on the Individualized Intervention Plan for Accelerated (Catch Up) Growth or the Behavior Intervention Plan. MTSS teams review the current data utilizing a decision-making tree to decipher the student's response to interventions and relevant data that demonstrate a need for consideration of an evaluation or comprehensive evaluation making use of such data. Within the decision tree there are various factors that are considered: What is the discrepancy between the student's level of performance and the peer group and/or standard? What is the student's educational progress as measured by the rate of improvement? Continue to communicate with parents and present them information on the individualized intervention plans and the progress monitoring that is occurring. Last, what are the instructional needs of the student in order to consider if there is appropriate progression as related to the peers within the instructional group being presented? These are the factors to considering the need for more specially designed instruction which may lead to an evaluation for exceptional student education services/eligibility. The student's needs are addressed in a proactive way and the progress monitoring is visited frequently to assess if the gap is closing or the rate in which it is moving is heading in the direction to make the gains necessary to progress through the use of the intensive intervention that are scientific and research-based instruction. Frequented focus is lent to reviewing the progress of each student, then assessing what works and what conditions the students' response to the interventions are from setting to setting. The need to look further into a possible need for an evaluation is based primarily on educational need. The team continues to frequently make decisions based upon the ongoing data collection and revisit if the need for specially designed instruction may/may not be warranted. Criteria for initiating an evaluation to determine if a student is eligible for special education and related services include: a. General education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and the data indicate that the student may be a student with a disability who needs special education and related services; b. Evaluation is initiated at the parent's request and the general education activities will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or c. The nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student. (Subject to approval from the Director of Exceptional Student Education) If the school based team suspects that a student has a disability based on the criteria indicated above, then: • The school-based MTSS coordinator (e.g., certified school counselor, teacher on assignment, etc.;

specific personnel identified by each school) requests parental consent to evaluate within 30 calendar days of the suspected disability. • The school-based MTSS coordinator ensures all referral documentation is compiled and provided to the ESE compliance specialist. • The ESE compliance specialist distributes the referral for evaluation to all relevant evaluators for completion of the evaluation.

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

School-level problem solving is documented in leadership team minutes. Schools are encouraged to use a form following the 4 steps of problem solving when taking notes. The School Improvement Plan also follows an 8-step problem solving format. The following tools may be used to measure MTSS implementation and fidelity at the district and school level: Self-Assessment of MTSS Implementation (SAM), formal and informal district walkthroughs, PBS Implementation Checklist (PIC), Benchmarks of Quality (BOQ), Tier I PBIS Walkthrough, Schoolwide PBIS Tiered Fidelity Inventory (TFI), Benchmarks of Advanced Tiers (BAT), and other implementation tools. Results of these tools are reviewed by district-level leadership teams and school-based leadership teams. Data inform action plans, training targets, and follow-up steps to improve MTSS implementation across the district. Individual student problem solving is documented through the Progress Monitoring Plan (PMP) form which includes problem identification, data comparisons (student to benchmark and student to peers), intervention development, goal setting, a plan for review, response to intervention & decision rules, and parental involvement. Intensive interventions are documented using the Individualized Intervention Plan for Accelerated (Catch Up) Growth or through a Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP), both of which incorporate more intensive problem analysis and a support plan for the interventionist. Intervention implementation fidelity is measured through self-report (intervention documentation log, BIP implementation checklist, etc.) and may also be monitored by direct observation and walk-throughs. Support for implementation is provided by academic coaches, school psychologists, social workers, behavior specialists, and the problem solving team members. Decision rules are specified when determining a student's response to intervention, and the student's response is classified into one of three categories: Positive/Good, Questionable, or Poor/Unacceptable Response to Intervention. Student progress monitoring data are used to determine the response to intervention, and next steps in problem solving are recommended depending upon the student's rate of growth. Positive/Good Response - Gap is closing, rate of growth (slope of trend line) matches or exceeds benchmark line, can extrapolate point at which student(s) will "come in range" of target, even if this is long range • Continue with current instructional supports and interventions. • Adjust the goal upward. • Fade supports. • Questionable Response (Acceptable with Modification) - Growth is noted but the gap is not closing • Increase intensity of intervention. • Implement additional intervention. Through the use of the Comprehensive Intervention Plan Worksheet the team will review a series of questions to check the fidelity: • Who is responsible for the implementation of the interventions? • What will be done? Making use of the Intervention Documentation Worksheet to record the intervention sessions or a form that records the actual response. • When will it occur? Consistently after the intervention is delivered, the response will be recorded directly after the session • How will the data be shared with the MTSS team? Through the use of the Intervention Documentation Worksheet, the data will be shared and the progress will be described and reported on the Monitoring Plan column of the worksheet. • Revisit problem solving to ensure problem was correctly identified, revisit hypotheses related to problem analysis, and/or ensure intervention is aligned to specific need. • Modify current intervention or develop new intervention. • Check fidelity of intervention delivery and plan for increased fidelity, if warranted.

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

An overview of Hernando County Schools' commitment to educating all students within a multi-tiered system of supports, aligning instruction and intervention based upon student need, is available electronically on the district website. Parents are informed about MTSS and the location of the MTSS electronic handout through district-wide automated phone calls made in the fall of each school year. Schools also maintain paper copies of the flier in their main office for parents requesting additional information. Parental involvement in data based problem solving at the Tier 1 level is encouraged through parental input on the SIP and the regular sharing of school-level data to parent groups (e.g., SAC, PTA, etc.). Individual student performance data is shared regularly with parents through parent-teacher conferences, written notification, ~~access to Performance Matters/Unify,~~ and/~~or~~ Skyward (which is updated weekly). All parents of students receiving Tier 2 supports will be notified in writing the specific date and time when the meeting would occur. The meeting would then involve the parental input and receipt of documented progress of their student's current skills and the interventions and supports planned to assist their student in making gains toward meeting grade-level standards. Parental participation is imperative when students require supplemental, Tier 2, and/or intensive intervention, Tier 3, and ongoing involvement is sought through participation in parent conferences. Ongoing learning progress is shared at regular intervals (approximately quarterly, depending upon the progress monitoring data used to measure growth) with parents through a graphical representation of data. This detailed graphical representation is provided to the parents at the designated meeting to ensure that explanations are clear as to how their child is performing and responding to the interventions discussed. Whenever a team meeting is conducted, the parents receive a copy of their student's data to remain informed as to which direction the team is heading to make sure that the student continues to progress and the gap lessens. During scheduled parent conferences, teachers inform parents of any struggles that their child may be experiencing at Tier 1 within the core curriculum. Teachers engage parents in problem solving around their child's needs using universal screening data [e.g., iReady, ~~Florida Kindergarten Readiness Screener (FLKRS),~~ office discipline referrals, suspensions, and attendance data]. School personnel inform parents of instructional opportunities and behavior/attendance support for the student at Tier 1. The parent is involved in the decision-making regarding instructional and/or behavioral intervention support for their child during these conferences which are held up to three times a year across the district. Parents can access Multi-Tiered System of Supports information through the district website. Information is provided on this website that informs parents of their right to request an evaluation at any time. In the event that students require interventions at Tier 2, parents are informed in writing that the student is participating in small group, supplemental interventions. Parents receive frequented notification of the student's progress at Tiers 1 and 2 via parent-teacher conference night and/or scheduled parent-teacher conferences, and every time the team meets to discuss the progress monitoring of the individual students. Online tools such as Skyward are also used by teachers to provide parents with weekly updates of their child's performance in the classroom. When students begin receiving interventions at Tier 2, school personnel create goals for students and collect more frequent data using progress monitoring tools recommended through District Curriculum Catalog documents (e.g., iReady Growth Monitoring, fluency measures, common assessments, etc.). When a student is identified as a child in need of intensified interventions at Tier 3, the school-based problem solving team meets to identify the reasons why the student is not meeting the age or grade-level academic or behavioral standard, assist with the intervention selection, and creating an individualized intervention plan. Parental participation in Tier 3 problem solving is sought through parent participation in problem solving meetings and/or parent-teacher conferences. The parent is notified of their right to request an evaluation and provided the Parent Information for Students Receiving Intensive Interventions flyer. School personnel use graphed data from iReady and other district monitoring tools to engage parents with visual representations of how the child is progressing overtime. Parents are continually a part of the problem solving process for their child as they are invited to school-wide parent conference nights, updated with weekly reports via Skyward, as well as more frequent teacher scheduled conferences, along with receiving the copies of the reported data for their personal records based upon the students' specific progress towards closing the gap. Parent data reports are delivered in reader- friendly format that includes line graphs, bar graphs and tables.

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

~~a.~~ Review existing social, psychological, and medical data. ~~Refer~~ for a health screening when needed.

~~b~~. ~~Conduct~~ vision and hearing screenings for the purpose of ruling out sensory deficits.

~~c.~~ ~~Conduct~~ additional screenings to assist in determining interventions as appropriate.

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

Statutory and Regulatory Citations

34 CFR §§300.300–300.305
Chapter 490, F.S.
Sections 1003.57 and 1003.575, F.S.
Rules 6A-1.044, 6A-1.0502, 6A-4.0311, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Definition

The school district must ensure that all students with disabilities or who are gifted and who are in need of exceptional student education (ESE) are identified, located, and evaluated, and ~~FAPE~~ is made available to them if it is determined that the student meets the eligibility criteria.

Procedures for Initiating an Evaluation

Each school district must conduct a full and individual initial evaluation before the initial provision of ESE services. Either a parent of a kindergarten through Grade 12 student, or child age three to kindergarten-entry age, or a school district may initiate a request for initial evaluation to determine if the student is a student with a disability. Either a parent of a kindergarten through Grade 12 student or a school district may initiate a request for initial evaluation to determine if a student is gifted. The request for an evaluation is documented on the district's Consent for Evaluation form.

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

~~1.~~ When a school-based team determines that the kindergarten through Grade 12 student's response to intervention data indicates that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources;

~~2.~~ When a school-based team determines that the kindergarten through Grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions; ~~and~~

~~3.~~ When a child age ~~three~~ to kindergarten entry age receives a developmental screening through the school district or the Florida Diagnostic and Learning Resources System and, based on the results of the screening, it is suspected that the child may be a child with a disability in need of special education and related services; or

~~4.~~ When a parent requests an evaluation and there is documentation or evidence that the kindergarten through Grade 12 student or child age ~~three~~ to kindergarten-entry age who is enrolled in a ~~school~~ district operated preschool program may be a student with a disability and needs special education and related services.

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

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

~~1.~~ Obtain consent for the evaluation; or

~~2~~. Provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation.

Prior to a school district request for an initial evaluation for students in ~~Grade K~~ through 12, school personnel must make one of the following determinations about general education procedures:

1. Whether the general education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and that the data indicate that the student may be a student with a disability who needs special education and related services;

2. Whether the evaluation was initiated at the parent's request and the general education activities will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or

3. Whether the nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student.

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

Florida Diagnostic and Learning Resources System (FDLRS), in coordination with the Hernando County School District, locates children who are potentially eligible for services under the Individuals with Disabilities Act (IDEA) and links them with needed services. For children ages three (3) to kindergarten-entry age, FDLRS along with the district child find team, will screen children referred by the parent(s) or a community agency. Feedback is provided to parent(s) on the results of the screening. For those students whose screener indicated the need for further evaluation, the Pre-K evaluation team contacts the parent(s) to schedule a meeting within 30 days. Parental consent for evaluation is obtained, along with additional information provided by the parent(s).

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 the district receives a parent's request for evaluation, it is date stamped and given to the school's designated MTSS facilitator. Within two weeks of receiving parent request for evaluation in writing, schools will begin compiling student data, all existing MTSS documentation, and other relevant information and initiate the ESE referral form. A problem solving meeting with the ESE LEA, key school-based personnel, and the parent should be scheduled to occur within 20 calendar days of receipt of the parent's request for evaluation. At this meeting the school designated MTSS facilitator and school psychologist (when possible) meet with the ESE LEA and parents to review MTSS documentation, data (including comparisons to peer groups), as well as intervention fidelity documentation of all current interventions, when applicable. The meeting is approached as a problem solving meeting and the following format is followed: 1. Clarify parent request and concerns 2. Review data from student's file and all relevant sources ~~(e.g., FLKRS, Performance Matters assessments, DWAP, classroom assessments, etc.)~~ Is there a problem? (Gap between expected performance and actual performance) If "YES"… a) Have interventions been implemented and documented? b) What do progress monitoring data tell us about the success of the interventions? Is there a need for additional problem solving and implementation of additional interventions? c) Is there sufficient information, documentation, and/or data to consider ESE eligibility? What other information is needed? If "NO"… If no gap exists between the expected performance and the student's current performance (i.e., core instruction alone is sufficient), document this in the minutes and share graphically represented data with the parent(s). Explain to parents the criteria for identifying a disability within the school system. If either of the following two conditions exists, then a referral for evaluation as requested by the parent is also recommended by the problem solving team: 1. Progress monitoring data indicate that intensive interventions are effective but require a level of intensity and resources to sustain growth, or 2. Student's response to interventions indicates that the student does not make adequate growth given effective core instruction and intensive, individualized, evidence-based interventions. If these conditions are not met and the parent agrees an evaluation is not warranted/necessary or an evaluation should be postponed contingent upon ongoing problem solving and delivery of interventions within the general education setting, written and signed documentation will reflect the parent's agreement with not completing an evaluation at that time. If the parent and/or problem solving team continue to recommend or request evaluation, the problem solving team will complete the PS/RtI "Documentation of Assessment Areas" form and obtain parental consent for any recommended evaluation components. This consent must be obtained within 30 calendar days of receipt of the parent's request for evaluation. All recommended evaluation components will be completed within a 60-day timeline.

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.

Procedures for referring students who may have disabilities and students who might be gifted who are enrolled in the public school system and the personnel responsible: Students will be considered (referred)for further evaluation to consider a need for specially designed instruction and the existence of a disability if either of the following conditions exist: -The student had not made adequate progress after an appropriate period of time when provided appropriate instruction and intense, individualized interventions; or -Intensive interventions are demonstrated to be effective and acceptable but require sustained and substantial effort that may include the provision of specially designed instruction and related services. Either condition must be well documented as defined by the criteria outlined in the district's procedures for conducting general education interventions and the referral for evaluation determined to be appropriate by the school-based problem solving team. Each school has one or more individuals designated to complete the referral for evaluation. All documents and screening information will be assembled and given to the LEA designee assigned to that school to review for compliance. Consent for evaluation will obtained from the parent and the completed referral will be given to the appropriate evaluators. Students who may be gifted can be referred for screening by parents or any school staff. Also, all first grade students will be screened each year for gifted. All students who have a score above the 90th percentile on a gifted screening will be referred for further evaluation. The personnel at the school designated to complete referrals will facilitate the process. Once the referral information has been assembled, the completed referral will be given to the LEA designee assigned to that school to review for compliance. Consent for evaluation will be obtained from parent and the completed referral will be given to the appropriate evaluator(s).

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.

Hernando County Schools is responsible for Child Find activities for students in grades PK-12 who are enrolled in non-public schools or agency programs that are located within the district regardless of the district in which the student resides. Procedures for referring students for evaluation who are enrolled in non-public schools or agency programs are as follows: • At the beginning of each school year, the Director of Exceptional Student Education (ESE) or designee sends the administrators of non-public schools and agency programs the name of the individual designated to facilitate the evaluation process. • A parent or a staff member from a non-public school or agency program who wants to request an evaluation for a student calls the ESE office, (352)-797-7022, to talk to the individual designated to facilitate this process. • The designee will work with the student’s parent(s) to facilitate communication with the zoned school (or chosen school) staff who will work with the staff members of the private school to review and gather any student data that the school or agency may have, assist the parent in getting the student screened for vision and hearing at the public school that the student would attend if the student was attending public school, and assist the parent in completing a social developmental history, home language survey, and obtain written parental consent. • The designee will assist the local public school to compile this information into a referral packet and submit it to the appropriate evaluator(s), which may include Exceptional Student Education personnel, school-based MTSS facilitators, and/or to the appropriate therapists for evaluation (when applicable). For initial evaluations, the sixty (60) calendar day timeline for completing an evaluation for a suspected disability or the ninety (90) school day timeline for completing an evaluation for suspected giftedness is followed. • For referrals requiring documentation of tiered supports and the student's Response to Intervention (RtI) in order to make an eligibility determination, the LEA from the ESE district office makes contact with the student’s zoned school and serves as a liaison to assist the staff serving on the problem solving team (at the zoned public school/chosen school) to implement and monitor the tiered interventions and supports with the private school or agency.

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.

Hernando County Schools is responsible for Child Find activities for ages three (3) to twenty-one (21). For children under age three, Early Steps screens, evaluates and coordinates services for children with disabilities. The Exceptional Student Education (ESE) department collaborates with West Central Early Steps in referring children under age three (3). The ESE department of the Hernando County School district partners with Florida Diagnostic and Learning Resources System (FDLRS) Gulfcoast in the evaluation process for children ages three (3) to five (5) not attending school. The FDLRS staff facilitates screenings for children who are suspected of having a disability. The Child Find Specialist assists the parent in completing the social developmental history, home language survey, and obtains parental consent. Then the Child Find Specialist compiles all gathered information into a referral packet and submits it to the ESE department for distribution to the prekindergarten assessment team and any evaluators as indicated on the referral. Within two (2) days of the screening and a disability is suspected, the FDLRS Child Find Specialist will mail a Consent for Evaluation form and packet home to the parent(s)/guardian(s) with a self-addressed stamped envelope. Parent(s)/guardian(s) are encouraged to respond to the Consent for Evaluation (yes or no) as soon as possible. Parent(s)/guardian(s) may send, fax, or drop-off the Consent for Evaluation form. If the Consent for Evaluation form is not received by FDLRS in approximately two (2) weeks, the Child Find Specialist will call the parent(s)/guardian(s)to inquire if the parent will send the form back signed and dated with either yes or no indicated. A parent of a home schooled child who wants to request an evaluation calls the ESE office, 352-797-7022, to talk to the individual designated to facilitate this process. The designee will work with the student's parent(s) to gather any student data that the parent may have, assist the parent in getting the student screened for vision and hearing at the public school the student would attend if the student was attending public school, and assist the parent in completing a social developmental history, home language survey, and obtain written parental consent. The designee will compile this information into a referral packet and submit it to ESE for psychological evaluation and/or to the appropriate therapists for evaluation. For initial evaluation, the sixty (60) calendar day timeline for completing an evaluation for a suspected disability or the ninety (90) school day timeline for completing an evaluation for suspected giftedness is followed.

Section H.2: Conducting Student Evaluations and Reevaluations

Statutory and Regulatory Citations

34 CFR §§300.131 and 300.300–300.305
Chapter 490, F.S.
Sections 1003.57 and 1003.575, F.S.
Rules 6A-1.044, 6A-1.0502, 6A-6.03013, 6A-6.03014, 6A-6.03022, 6A-4.0311, 6A-6.0331, and 6A-6.03411, 6A-6.0361 ~~and 6A-10.019,~~ F.A.C.

Definitions

1. Evaluation means procedures used to determine whether a student has a disability or is gifted and in need of specially designed instruction and related services, and the nature and extent of the exceptional student education (ESE) that the student needs.

2. Reevaluation of a student with a disability is the process whereby existing evaluation data about the student is reviewed and additional data collected (if necessary) to determine whether the student continues to have a disability and ~~be in need~~ of specially designed instruction and related services, and the educational needs of the student.

Procedures for Evaluation

1. Responsibility for evaluation

    a. The school district is responsible for conducting a ~~full and~~ individual initial evaluation necessary to determine if the student is eligible for ESE services and to determine the educational needs of the student.

    b. Evaluations are conducted by qualified examiners (e.g., physicians, school psychologists, psychologists, speech language pathologists, teachers, audiologists, and social workers) as evidenced by a valid license or certificate to practice in Florida. In circumstances where the student's medical care is provided by a physician licensed in another state, at the discretion of the school district administrator for ~~exceptional student education~~, a report of a physician licensed in another state may be accepted for the purpose of evaluation and consideration of eligibility as a student with a disability.

    c. Tests of intellectual functioning are administered and interpreted by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.

    d. Unless statutory restrictions apply, the responsibility for determining who is qualified to administer and interpret a particular assessment instrument lies with the local school district. In determining qualified evaluators, districts may consider the following:

        - State Board of Education rules and the requirements of the Individuals with Disabilities Education Act (IDEA)
        - Testing standards (e.g., *Standards for Educational and Psychological Testing*)
        - User qualifications recommended by the publisher in the test manual
        - Level of training, supervision, experience, and certification of the individual administering or interpreting the instrument

2. Evaluation timelines

    a. The school district shall ensure that initial evaluations of students and preschool-age children ~~age three~~ through kindergarten-entry age suspected of having a disability are completed within 60 calendar days after the school district's receipt of parent consent for evaluation. Rule 6A-6.0331(3)(g), F.A.C., states that the following ~~calendar~~ days shall not be counted toward the 60 calendar day requirement:

        i. All school holidays and Thanksgiving, winter and spring breaks as adopted by the district school board as required by Rule 6A-10.019, F.A.C.;

ii. The summer vacation period beginning the day after the last day of school for students and ending on the first day of school for students in accordance with the calendar adopted by the district school board as required by Rule 6A-10.019, F.A.C. However, the school district is not prohibited from conducting evaluations during the summer vacation period; and

iii. In the circumstance when a student is absent for more than eight school days in the 60 calendar day period, the student's absences shall not be counted toward the 60 calendar day requirement.

b. The 60-day timeline for evaluation does not apply if:

- The parent repeatedly fails or refuses to produce the student for the evaluation
- A student's school district of enrollment changes after the timeline has begun and prior to a determination by the student's previous school district as to whether the student has a disability

This exception only applies when the current school district is making sufficient progress to ensure a prompt completion of the evaluation and the parent agrees to a specific time when the evaluation will be completed.

Assessments of students who transfer within the same school year must be coordinated between schools to ensure prompt completion of evaluations.

c. The school district will ensure that students ~~suspected of being~~ gifted are evaluated within a reasonable time as defined in the district's ESE Policies and Procedures document as required by Rule 6A-6.03411(2), F.A.C., but no more than 90 school days that the student is in attendance after the school district's receipt of parental consent for the evaluation.

Describe the district's timeframe to ensure completion of gifted evaluations.

An evaluation of a student who may be gifted must be completed no more than ninety (90) school days (accumulation) after the school district's receipt of the parental consent for evaluation.

3. Parent consent

a. The school district will provide the parent written notice to the parent that describes any evaluation procedures the school district proposes to conduct.The school district will obtain written informed consent from the parent of a student to determine whether the student is a student with a disability or is gifted and needs ESE.
Parental consent is not required before reviewing existing data as part of an evaluation or administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

Parental consent for evaluation is not construed as consent for initial provision of exceptional student education services.

b. The school district must make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability or gifted.~~In the event~~ that the parent fails to respond to the district's request to obtain informed written consent, ~~the district~~ must maintain documentation of attempts made to obtain consent.

c. ~~Based on~~ 34 CFR §300.300(a) (2), the school district is not required to obtain informed consent from the parent for an initial evaluation if the ~~child~~ is a ward of the State and is not residing with the parent if:

- The school district cannot discover the ~~whereabouts~~ of the parent,
- The rights of the parent have been terminated, or
- The rights of the parent to make educational decisions have been subrogated by a judge and consent for initial evaluation has been given by an individual appointed by the judge to represent the student.

~~Based upon the definition of parent in~~ Rule 6A-6.03411(1)(bb), F.A.C., ~~"Parent means"~~ **any** of the following:

i. A biological or adoptive parent of a student

ii. A foster parent

iii. A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the State if the student is a ward of the State)

iv. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare

v. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.

d. If the parent refuses consent for an evaluation to determine ~~eligibility~~ as a student with a disability, the school district may continue to pursue consent for the evaluation by using the mediation or due process procedures.A district is not required to pursue an initial evaluation when the parent refuses consent and does not violate its child find or evaluation obligations if it declines to do so.

e. The school district may not use a parent's refusal to consent to initial evaluation to deny the parent or student any other service of the school district, except as provided by Rule 6A-6.0331, F.A.C.

4. Evaluation procedures

a. As part of an initial evaluation, a team of qualified professionals and the parent, as appropriate, must take the following actions:

i. Review existing evaluation data on the student, including:

- Evaluations and information provided by the student's parents,
- Current classroom-based, local, or State assessments and classroom-based observations, and
- Observations by teachers and related services providers.

ii. Identify, ~~on the basis of~~ that review and input from the student's parents, what additional data, if any, are needed to determine the following:

- Whether the student is a student with a disability
- The educational needs of the student

iii. The group conducting this review may do so without a meeting.

iv. The school district shall administer tests and other evaluation measures as may be needed to produce the data that ~~is~~ to be reviewed under this section.

v. If the ~~determination under this section is~~ that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, the school district shall notify the student's parents of:

- That determination and the reasons for the determination; and
- The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and to determine the student's educational needs. The school district is not required to conduct the assessment unless requested to do so by the student's parents.

vi. In conducting an evaluation, the school district:

- Use~~s~~ a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student within a data-based problem-solving process, including information

about the student's response to evidence-based interventions as applicable, and information provided by the parent. This evaluation data may assist in determining whether the student is eligible for ESE and the content of the student's IEP or EP. The evaluation should include information that enables a student with a disability to be involved and progress in the general curriculum (or for a preschool child, to participate in appropriate activities) or identifies the needs beyond the general curriculum of a student who is gifted.

- ~~Does~~ not use any single measure or assessment as the sole criterion for determining eligibility or educational programming.
- Use~~s~~ 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 obtain~~s~~ 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.

Following completion of the student's evaluation, a report will be completed ~~and~~ an eligibility meeting will be conducted within 30 calendar days. A copy of the report will be sent to the ESE office where the report will be entered into the evaluation database. The LEA designee will be notified that evaluations have been completed for students at their assigned school. A staffing will be scheduled within three weeks of being notified that the evaluation report is available, unless the parent requests that the IEP meeting be scheduled for a later date. For SLD, the Multi-Tiered System of Support (MTSS) team will notify the LEA designee assigned to the school to schedule a joint MTSS team including ESE personnel to review the student's Progress Monitoring Plan, including all data, to decide if further evaluation or a meeting to determine disability eligibility is needed. If further evaluation is needed, once the evaluation is completed and made available within the sixty day timeframe, then proceed to eligibility.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances.

    a. Reevaluations must occur at least every three years, unless the parent and the school district agree that reevaluation is not needed. Reevaluation for Deaf/Hard-of-Hearing, Dual Sensory Impaired and Visually Impaired are not able to have reevaluation procedures waived.

    b. Reevaluation is required whenever the educational or related services needs of the student warrant a reevaluation or if the student's parent or teacher requests it.

    c. Reevaluation is required prior to the determination that the student is no longer a student with a disability in need of specially designed instruction and related services.

    d. Reevaluation of the student may **not** occur more than once a year, unless the parent and the school district agree otherwise.

    e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student’s 22nd birthday. However, the school district will provide the student with a summary of the student’s academic achievement and functional performance, including recommendations to assist the student in meeting the student’s postsecondary goals.

    f. Based on 34 CFR §§~~300.130 and~~ 300.131, the district is responsible for reevaluati~~on~~ of students with disabilities attending:

        - Nonprofit private schools located within the district
        - For-profit private schools and are residents in the district
        - Home education

2. Reevaluation procedures
   As part of any reevaluation, the IEP team and other qualified professionals, as appropriate, must take the following actions:

    a. Review existing evaluation data on the student, including evaluations and information provided by the parents of the student and the student; current classroom-based district or state assessments and classroom-based observations by teachers and related services providers.

    b. Identify, on the basis of the review and parent input, what additional data, if any, are needed to determine the following:

        - Whether the student continues to have a disability;
        - The educational needs of the student;
        - The present levels of academic achievement and related developmental needs of the student;
        - Whether the student continues to need special education and related services; and

- Whether any additions or modifications to the special education and related services are necessary to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general curriculum.

c. The IEP team may conduct the review of existing evaluation data without a meeting.

d. If the IEP team determines that no additional evaluation data are needed to determine whether the student continues to be a student with a disability, and to determine the student's educational needs, the reevaluation is complete and the school district shall notify the student's parent(s) of the following:

- The determination and the reasons for that determination and
- The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and determine the student's educational needs.

The school district is not required to conduct the assessment unless requested to do so by the student's parents.

e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.

f. The following rules require the administration of specific assessments as a part of a student's reevaluation:

- Rule 6A-6.03013, F.A.C., Students Who Are Deaf or Hard-of Hearing
- Rule 6A-6.03014, F.A.C., Students Who Are Visually Impaired
- Rule 6A-6.03022, F.A.C., Students Who Are Dual-Sensory Impaired

For students determined eligible under these rules, the administration of formal assessments at reevaluation must be completed in accordance with the requirements of these rules.

3. Parental consent when additional data are needed

a. The school district must obtain informed parental consent prior to conducting any reevaluation of a student with a disability.

b. Informed parental consent for reevaluation need not be obtained if the district can demonstrate that it made reasonable efforts to obtain such consent and the student's parent failed to respond.

4. Reevaluation timelines

a. The district must complete a reevaluation every three years unless the parent and the school district agree that a reevaluation is unnecessary.

b. If the IEP team identifies the need for additional data, the additional data collection must be completed within a reasonable time and prior to reevaluation due date if a triennial evaluation.

c. If an IEP team makes a recommendation for a student with a disability to receive an assistive technology assessment, that assessment must be completed within 60 school days after the team's recommendation.

Describe the district's procedures for ensuring that a reevaluation is conducted at least every three ~~(3)~~ years.

A LEA designee assigned to each school will be reviewing the data base and scheduling an IEP meeting to discuss reevaluation needs between six and ten months prior to the reevaluation due date. At any IEP meeting if a need arises, the staffing committee can request a more frequent reevaluation.

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.

A LEA designee assigned to each school will review the district's data base monthly and schedule an IEP meeting to discuss reevaluation needs between six and ten months prior to the reevaluation due date. This will ensure the analysis of all required data prior to the triennial date. Once the Consent for Reevaluation is obtained at the IEP meeting, the LEA designee processes a referral for reevaluation and checks for compliance. Copies of the referral are provided to the appropriate evaluation specialists for the evaluation to proceed. The evaluation specialist will complete the evaluation within ninety (90) days. Once the evaluations are completed, a report will be finalized by the evaluation specialist within four weeks. A copy of the report will be sent to the ESE office where the report will be entered into the evaluation data base. The LEA designee will be notified that the evaluations have been completed for students at their assigned schools. Staffings will be scheduled within three weeks of being notified that the evaluation report is available, unless the parent requests that the IEP meeting be scheduled for a later date.

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

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

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

The LEA designee will schedule an IEP meeting to review current and historical data. Once all data has been reviewed, the IEP team determines whether additional data is required and identifies what additional evaluations are needed. The school may then, at the meeting, obtain parental consent for reevaluation, if appropriate. If the parent refuses to meet in a timely manner, the school must send the parent one of the following: -A Prior Written Notice of Consent for Reevaluation form indicating what assessments will be administered based on the IEP team's review of data, or -A Prior Written Notice of Refusal.

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

Once the IEP team determines that a student is in need of an Assistive Technology Evaluation, the IEP team completes the referral form and the LEA designee sends the Assistive Technology referral to the Hernando County Assistive Technology Team who will then evaluate and track the referral to ensure the evaluation is done within the sixty day timeline. A copy of the evaluation will be sent into the ESE office to be logged into the database. The Administrator over Speech/Language Therapy will ensure the timeline is being followed by tracking monthly through the ESE database.

5. Determination of continued need for special education and related services

    a. A meeting of the ~~individual educational plan~~ team is convened to review all available information about the student, including reports from the additional evaluations, and to determine whether the student continues to be a student with a disability in need of special education and related services. If the student continues to be an eligible student, the student's ~~individual educational plan~~ is reviewed and revised, as appropriate, to incorporate the results of the reevaluation.

    b. If the reevaluation indicates that the student is no longer a student with a disability or that special education and related services are no longer needed, the parent must be provided prior written notice that these services will be discontinued.

    c. If the reevaluation indicates that the student's disability has changed (i.e., adding, deleting, or changing a disability category), the applicable eligibility staffing procedures are followed.

Section I: Independent Educational Evaluations

Statutory and Regulatory Citations

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

Definition

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

General

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

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

If a parent requests an IEE at public expense, the parent is asked to provide the request in writing to the ESE Director and if possible to include his or her objections to the district's evaluation if possible. The district may initiate a due process hearing to show that the evaluation is appropriate or the district may ensure that an IEE is provided at public expense. If the parent requests a specific evaluation specialist, the district will determine if the said evaluation specialist meets the same qualifications as used by the school district. In addition the district will provide a list of qualified evaluation specialists to the parent. When parents select the evaluation specialist they wish to use, they will contact the ESE Director with their decision. The ~~Secretary to the Director~~ will work with the Independent Evaluation Specialist, and district office to ensure payment for the IEE. The parent will schedule an appointment with the evaluation specialist for the IEE and will make the student available for the evaluation.

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

If a parent obtained an IEE at their expense, the school district's department responsible for administering the specific evaluation(s) shall review the evaluation(s) and determine: 1) if a competent evaluation specialist conducted the evaluation and 2) if the evaluation procedures used provide the necessary information to help determine whether the student is, or continues to be, a student with a disability and if the evaluation is sufficiently comprehensive to identify all of the student's educational needs. If the parent obtains an IEE at their expense, the IEP team will consider the IEE findings when making decisions regarding the student if the evaluation meets school district criteria.

Part II. Policies and Procedures for Students with Disabilities

Section A: Instructional Program

Statutory and Regulatory Citation

Rule 6A-6.03411, F.A.C.

The following applies to the instructional program for students with disabilities in general. In addition to the philosophical, curricular, and instructional support issues included here, there are disability-specific expectations or requirements for certain categories of disability. That information is provided in the relevant *Exceptional Student Education Eligibility* sections of this document.

Philosophy

1. Each student with a disability is entitled to receive FAPE in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible.
2. Special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Related services are defined in Rule 6A-6.03411(1)(dd), F.A.C.
3. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
4. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, or modifications.

Curriculum

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

Instructional Support

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03023, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

Autism spectrum disorder (ASD) is a condition that ~~reflects~~ a wide range of symptoms and levels of impairment, ~~which vary in severity from one individual to another. Autism spectrum disorder~~ is characterized by an atypical developmental profile with a pattern of qualitative impairments in social interaction and social communication, and the presence of restricted or repetitive, patterns of behavior, interests~~,~~ or activities, which occur across settings.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with ASD if evidence of **all** of the following criteria ~~are~~ met:

1. Impairment in social interaction as evidenced by delayed, absent, or atypical ability to relate to individuals or the environment;
2. Impairment in verbal or nonverbal language skills used for social communication
3. Restricted or repetitive patterns of behavior, interests, or activities;
4. The core features identified in ~~1, 2, and 3~~ occur across settings.
5. The student demonstrates a need for special education as defined in Rule 6A-6.03411(1)(kk), F.A.C.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331~~(5)~~, F.A.C., the district ~~shall~~ conduct a full and individual evaluation that addresses the core features of ASD to include deficits in social interaction, social communication, and restricted or repetitive patterns of behavior, interests, or activities. An evaluation for determining eligibility ~~shall~~ include the following components:

1. Behavioral observations conducted by members of the evaluation team targeting social interaction, social communication skills, and restricted or repetitive patterns of behavior, interests, or activities across settings;
2. A social developmental history based on an interview with the parents(s) or guardian(s);
3. A psychological evaluation that includes assessment of academic, intellectual, social-emotional, and behavioral functioning and must include at least one standardized instrument specific to ASD;
4. A language evaluation that includes assessment of the pragmatic (both verbal and nonverbal) and social interaction components of social communication (an observation of the student's social communication skills must be conducted by a speech language pathologist);
5. A standardized assessment of adaptive behavior; and
6. If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the student's individual educational plan.

Unique Philosophical, Curricular, or Instructional Considerations

1. While students with ASD share instructional needs with other students, there are characteristics that are specific to ASD, including the development and use of language and communication skills, the development of appropriate social skills, and the development of appropriate behavioral skills. The need to tailor instruction to the individual learning styles and needs of each student requires that teachers of students with ASD be knowledgeable in a variety of educational strategies.

2. Inherent in a program for students with ASD is the recognition that ASD is a developmental disability that adversely impacts the student's communication, social, and behavioral skills. It is important to take into consideration the student's strengths and needs in all three areas when tailoring educational services for the student.

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

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

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, and 300.113
Sections 1003.01, 1003.55, and 1003.57, F.S.
Rules 6A-6.03013, 6A-2.0010, 6A-6.03028 and 6A-6.0331, F.A.C.

Definition

~~A student who is deaf or hard-of-hearing has a hearing loss, aided or unaided, that~~ impacts the processing of linguistic information ~~and which~~ adversely affects performance ~~in the educational environment~~. The degree of loss may range from mild to profound.

~~Eligibility Criteria~~

~~A student is eligible for specially designed instruction and related services as a student who is deaf or hard-of-hearing if the following criteria are met:~~

~~1. Medical: An audiological evaluation documents a permanent or fluctuating hearing threshold level that interferes with progress in any one of the following areas: developmental skills or academic performance, social-emotional development, or linguistic and communicative skills as evidenced by:~~

~~a. 25 decibel (dB) + or - 5 dB or greater based on pure tone average or average of 500, 1000, and 2000 Hz unaided in the better ear; or~~

~~b. A high frequency hearing threshold level of 25 dB + or - 5 dB or greater based on pure tone average of 1000, 2000, and 3000 Hz unaided in the better ear; or~~

~~c. A unilateral hearing threshold level of 50 dB + or - 5 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided; or~~

~~d. Auditory Evoked Potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified above,~~

~~2. The student demonstrates a need for special education.~~

Student Evaluation

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

~~1. Audiological evaluation~~

~~2. Evaluation of developmental skills or academic achievement, including information on the student's academic strengths and weaknesses~~

~~3. Evaluation of social development~~

~~4. Evaluation of receptive and expressive communication~~

~~5. A comprehensive nonverbal assessment of intellectual functioning or developmental scales, if more appropriate, for children under age seven~~

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

Student Reevaluation

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

Qualified Evaluators

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

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

Unique Philosophical, Curricular, or Instructional Considerations

1. All students who are identified as deaf or hard-of-hearing will be screened for Usher syndrome at least one time between grades 6 and 12. Qualified evaluators include: teachers of the deaf or hard-of-hearing, speech language pathologists, audiologists, teachers of the blind or visually impaired, and school health personnel who have been trained in Usher's screening procedures.
2. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard-of-hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:
    a. Residual hearing
    b. Speech reading
    c. Manual communication systems
    d. Speech
    e. Appropriate amplification
3. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Communication Plan form adopted by the State Board of Education during the development of the IEP for students who are deaf, hard of hearing or dual sensory impaired. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner. The school district shall consider the communication and language needs of students who are deaf or hard-of-hearing, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, and opportunities for direct instruction in the student's language and communication mode.
4. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.
5. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. School districts are responsible for providing appropriate services for the students. However, appropriate services do not include maintaining, optimizing (i.e., mapping), or replacing cochlear implants.
6. Interpreting services includes the following, when used with respect to children who are deaf or hard-of-hearing: oral transliteration services; cued language transliteration services; sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print; and TypeWell; and special interpreting services for children who are deaf-blind.
7. Each learning environment shall have appropriate acoustic treatment, lighting, and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., Personal or Soundfield FM systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained, and considered for replacement on a five (5)-year cycle. Visual alarm devices shall be provided in

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

8. The school district will provide information describing the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually.

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

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

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

Statutory and Regulatory Citations

34 CFR §§300.8 and 303.21
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rules 6A-6.03026, 6A-6.03027 6A-6.03028, 6A-6.03029, 6A-6.03031, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

1. For an infant or toddler from birth through ~~two~~ years of age, developmental delay is defined as delay in one or more of the following developmental domains: adaptive development; cognitive development; communication development; social or emotional development; or physical development.

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

Eligibility Criteria

1. For a child ~~three through five~~ years of age
   A child is eligible for specially designed instruction and related services as a student with developmental delay when the following criteria are met:

   a. The child is ~~three through five~~ years of age.

   b. There is documentation of **one** of the following:

      - A score of two standard deviations (SD) below the mean or a 25 percent delay on measures yielding scores in months in at least one area of development
      - A score of 1.5 SD below the mean or a 20 percent delay on measures yielding scores in months in at least two areas of development
      - Based on informed clinical opinion, the eligibility staffing committee makes a recommendation that a developmental delay exists and exceptional student education services are needed

   c. The eligibility staffing committee or multidisciplinary team, which includes the invited parent~~(s)~~, makes a determination concerning the effects of the environment, cultural differences, or economic disadvantage.

2. For a child birth through two years of age (below 36 months)
   An infant or toddler is eligible for ~~exceptional student education~~ when a team of qualified professionals and the parent or guardian, in accordance with Rule 6A-6.0331(6), F.A.C., determine that **all** the following criteria are met:

   a. The child is ~~below~~ the age of 36 months;

   b. There is documentation of **one** of the following:

      i. A score of 1.5 standard deviations below the mean in two or more developmental domains as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; ~~or~~

      ii. A score of 2.0 standard deviations below the mean in one developmental domain as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; or

      iii. Based on informed clinical opinion a determination has been made that a developmental delay exists.

c. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;

d. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has a developmental delay as defined in ~~section~~ (2)(b) ~~of this rule~~; and,

e. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Child Evaluation

In addition to the provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluation for prekindergarten children, the evaluation for determination of eligibility ~~shall~~ include the following:

Procedures for evaluation for children ~~three through five~~ years:

1. The school district must seek consent from the parent or guardian to conduct an evaluation within 30 days, unless the parent and the school district agree otherwise in writing, whenever:

    a. The Florida Diagnostic and Learning Resource Center's or the district's developmental screening results indicate that the child, ~~three~~ years to kindergarten-entry age, is a child with a disability and needs special education and related services.

    b. A parent requests an evaluation and there is documentation or evidence that the child may be a student with a disability in need of special education.

2. Developmental delay is documented by a multidisciplinary team using multiple measures of assessment, which include the following:

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

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

Continued Eligibility for ESE Services

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

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

Unique Philosophical, Curricular, or Instructional Considerations

1. For a child ~~three through five~~ years of age

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

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

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

a. The IFSP shall be developed in collaboration with the family and other providers of service to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03029, and 6A-6.0331, F.A.C.

b. Because of the rapid development of young children and the changing needs of families, ongoing observations or assessments shall be conducted at least every six months for the purpose of completing the periodic review of the IFSP.

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

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

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, 300.113, and 300.172 and 300.324
Chapters 458 and 463, F.S.
Sections 1003.55, 1003.57, and 1003.575, F.S.
Rules 6A-2.0010, 6A-6.03014, 6A-6.03022 and 6A-6.0331, F.A.C.

Definition

Dual-sensory impairment is defined to mean concomitant hearing and visual impairments, or etiology or diagnosed medical condition that indicates a potential dual sensory loss, the combination of which impacts communication, independence, and other developmental and educational needs.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a dual-sensory impairment if the following criteria are met:

1. One or more of the following visual impairments:
    a. A visual acuity of 20/70 or less in the better eye after best correction;
    b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;
    c. A diagnosis of visual impairment after best correction;
    d. A progressive loss of vision that may affect the student's ability to function in an educational setting; as stated in Rule 6A-6.03014(3)(a), F.A.C.; **or**
    e. Functional blindness;

   and

2. One or more of the following hearing impairments:
    a. 25 ~~decibel (dB)~~ + ~~or~~ - 5 dB or greater based on pure tone average or average of 500, 1000, and 2000 Hz unaided in the better ear;
    b. A high frequency hearing threshold level of 25 ~~dB~~ + ~~or~~ - 5 dB or greater based on pure tone average of 1000, 2000, and 3000 Hz unaided in the better ear;
    c. A unilateral hearing threshold level of 50 ~~dB~~ + ~~or~~ - 5 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided;
    d. Auditory evoked potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified above; **or**
    e. Functional hearing loss;

   and

3. The student demonstrates a need for special education.

OR

4. The student has a medical report from a physician licensed in Florida in accordance with Chapter 458 or Chapter 463, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., confirming the existence of such a medical condition having the potential for dual sensory loss to include the diagnosis, its prognosis, and the potential for dual sensory loss; and

5. The student demonstrates a need for special education.

Student Evaluation

In addition, to the procedures defined in Rule 6A-6.0331(5), F.A.C., the minimum student evaluations include:

1. A medical eye exam by an ophthalmologist or optometrist licensed in Florida in accordance with Chapter 458 or Chapter 463, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., describing etiology, diagnosis, treatment regimen, prognosis, near and distance vision, corrected and uncorrected acuity measures for left eye, right eye, and both eyes, measure of field of vision, and recommendations for lighting levels, physical activity, aids, or use of glasses, as appropriate;
2. An audiological evaluation;
3. A functional vision evaluation;
4. A functional hearing assessment;
5. An assessment of social development;
6. An evaluation of receptive and expressive communication by a speech and language pathologist;
7. A learning media assessment;
8. If appropriate, an orientation and mobility assessment and sign language assessment; and
9. If available, a medical report from a physician licensed in Florida in accordance with Chapter 458 or Chapter 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., describing the etiology or diagnosis of the student's medical condition that does, or has the potential to, result in dual sensory loss.

Student Reevaluation

~~1~~. A reevaluation shall occur at least every three years and ~~shall~~ include, ~~at a minimum~~, the following:

~~a~~. A functional vision evaluation;

~~b~~. A functional hearing assessment;

~~c~~. An assessment of social development;

~~d~~. An evaluation of receptive and expressive communication by a speech and language pathologist;

~~e~~. A learning media assessment;

~~f~~. If appropriate, an orientation and mobility assessment and a sign language assessment; and

~~g~~. Any other evaluations specified by an evaluation specialist and an exceptional student teacher after examination of available information in all areas addressed in the initial evaluation or in subsequent reevaluations of the student in accordance with Rule 6A-6.0331, F.A.C.

Qualified Evaluators

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

~~The following are qualified evaluators for specialized evaluations:~~

1. An optometrist or ophthalmologist for a medical eye exam
2. A teacher of the visually impaired, orientation and mobility specialist, ~~or low vision specialist for a functional vision assessment~~
3. An audiologist ~~for an audiological evaluation~~

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

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments, including students with dual-sensory impairment, ~~are~~ registered for services from the Florida Instructional Materials Center for the Visually Impaired. Additionally, information regarding all students who are dual-sensory impaired ~~shall~~ be submitted to the state's annual census report for the national child count of students and youth who are both deaf and blind.

2. In accordance with 34 CFR §300.324, students ~~will~~ be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student"s present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.

3. Orientation and mobility is a ~~related~~ service provided to ~~blind or visually impaired students if determined necessary by the IEP team that~~ enables those students to attain systematic orientation ~~to~~ and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial ~~awareness~~, use of sensory information ~~to~~ maintain ~~orientation~~, the use of mobility devices (i.e., long cane, ~~distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.~~

4. Rule 6A-6.03028(3)(g), F.A.C., ~~requires the use of the Model Communication Plan adopted by the State Board of Education during~~ the development of the IEP for students who are deaf, hard of hearing or dual sensory ~~impaired. Use of this plan will ensure that~~ IEP teams ~~are~~ considering the instructional needs of these students ~~in a more comprehensive manner. School districts shall~~ consider the communication and language needs ~~of students who are deaf or hard-of-hearing, including~~ opportunities for direct communication with peers and professional personnel in the student"s language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student"s language and communication mode in accordance with 34 CFR §300.324.

5. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard-of-hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:

    a. Residual hearing

    b. Speech reading

    c. Manual communication systems

    d. Speech

    e. Appropriate amplification

6. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.

7. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. School districts are responsible for providing appropriate services for the students. However, appropriate services do not include maintaining, optimizing (i.e., mapping), or replacing cochlear implants.

8. Interpreting services include the following, when used with respect to children who are deaf or hard-of-hearing: oral transliteration services; cued language transliteration services; sign language transliteration and interpreting services; transcription services, such as CART, C-Print, and TypeWell; and special interpreting services, such as an intervener, for children who are deaf-blind.

9. Each learning environment shall have appropriate acoustic treatment, lighting, and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., personal or Soundfield FM systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained, and considered for replacement on a five-year cycle. Visual alarm devices shall be provided in all

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

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

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03016 and 6A-6.0331, F.A.C.

Definition

A student with an emotional or behavioral disability (EBD) has persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity.

Evidence-Based Interventions in General Education

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

Eligibility Criteria

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

1. A student with an emotional or behavioral disability demonstrates an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical, or health (with the exception of mental health) factors; and one or more of the following characteristics:

    a. Internal factors characterized by:

    - Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends or school work, or mood swings, or erratic behavior; or
    - The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems; or
    - Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or

    b. External factors characterized by:

    - An inability to build or maintain satisfactory interpersonal relationships with peers, teachers, and other adults in the school setting; or
    - Behaviors that are chronic and disruptive such as noncompliance, verbal or physical aggression, or poorly developed social skills that are manifestations of feelings, symptoms, or behaviors as specified in section ~~1.a~~) above.

2. The characteristics described above are present for a minimum of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to or from school, or home and community settings. At least one setting must include school.

3. The student demonstrates a need for special education.

4. In extraordinary circumstances, the general education requirements in Rule 6A-6.0331, F.A.C., and the criteria for eligibility relating to duration and setting described ~~in 2.~~ Above may be waived when immediate intervention is required to address an acute onset of an internal characteristic listed above in ~~1. a) of~~ the Eligibility Criteria section.

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

    a. Normal, temporary (fewer than six months) reactions to life event~~(s)~~ or crisis, or

    b. Emotional or behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions, or

    c. Social maladjustment unless also found to meet the criteria for an emotional or behavioral disability

Student Evaluation

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

1. A functional behavioral assessment (FBA) must be conducted. The FBA must identify the specific behavior~~(s)~~ of concern, conditions under which the behavior is most and least likely to occur, and function or purpose of the behavior. A review and, if necessary, a revision of an FBA completed as part of general education interventions may meet this requirement if it meets the conditions described in this section. If an FBA was not completed to assist in the development of general education interventions, one must be completed and a well-delivered scientific, research-based behavioral intervention plan of reasonable intensity and duration must be implemented with fidelity prior to determining eligibility.

2. The evaluation must include documentation of the student's response to general education interventions implemented to target the function of the behavior as identified in the FBA.

3. A social developmental history compiled from a structured interview with the parent or guardian that addresses developmental, familial, medical, health, and environmental factors impacting learning and behavior, and which identifies the relationship between social developmental and socio-cultural factors, and the presence or non-presence of emotional or behavioral responses beyond the school environment.

4. A psychological evaluation conducted in accordance with Rule 6A-6.0331, F.A.C. The psychological evaluation should include assessment procedures necessary to identify the factors contributing to the development of an emotional or behavioral disability, which include behavioral observations and interview data relative to the referral concerns, and assessment of emotional and behavioral functioning, and may also include information on developmental functioning and skills. The psychological evaluation shall include a review of general education interventions that have already been implemented and the criteria used to evaluate their success.

5. A review of educational data that includes information on the student's academic levels of performance, and the relationship between the student's academic performance and the emotional or behavioral disability; additional academic evaluation may be completed if needed.

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

Unique Philosophical, Curricular, or Instructional Considerations

1. When making a distinction between students with internalized or externalized characteristics, the ~~IEP~~ team will consider these presenting manifestations as they determine the needs of the students when recommending: goals and short-term objectives or benchmarks, if appropriate; specially designed instruction and related services; and the location of such services.

2. Services for students with EBD provide an integrated curriculum of academic, affective, and behavioral interventions. These services are designed to support the improvement of academic and social functioning through academic (e.g., differentiated instruction, mastery learning), affective (e.g., individual or group counseling, parent education and support), and behavioral (e.g., behavior support; consultation from mental health, medical, or other professionals) interventions. Student improvement is measured through continuous progress monitoring of responses to intervention. ~~A critical component of effective EBD services is parent involvement and on-going communication about implementation and outcomes of interventions.~~

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

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

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

Statutory and Regulatory Citations

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

Definition

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

Eligibility Criteria

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

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

Continued Eligibility

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

Unique Philosophical, Curricular, or Instructional Considerations

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

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

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

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

Statutory and Regulatory Citations

34 CFR §300.115
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03020,6A-6.03022, 6A-6.03023, 6A-6.03027 and 6A-6.03028, F.A.C.

Definitions

~~1~~. A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition that is acute or catastrophic in nature, a chronic illness or a repeated intermittent illness due to a persisting medical problem, which confines the student to home or hospital and restricts activities for an extended period of time.

Eligibility Criteria

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

1. A physician licensed in Florida in accordance with Chapter 458 or 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., must certify:

    a. That the student is expected to be absent from school due to a physical or psychiatric condition for at least 15 consecutive school days (or the equivalent on a block schedule), or due to a chronic condition for at least 15 school days (or the equivalent on a block schedule), which need not run consecutively; and

    b. That the student is confined to home or hospital; and

    c. That the student will be able to participate in and benefit from an instructional program; and

    d. That the student is under medical care for illness or injury that is acute, catastrophic, or chronic in nature; and

    e. That the student can receive instructional services without endangering the health and safety of the instructor or other students with whom the instructor may come in contact.

2. The student is in kindergarten through ~~twelfth~~ grade and is enrolled in public school, unless the 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;

    d. Recommendations regarding school re-entry and other school- related activities; and

e. An estimated duration of condition or prognosis.

2. The team determining eligibility may require additional evaluation data. This additional evaluation data must be obtained at no cost to the parent.

3. A physical reexamination and a medical report by a licensed physician or physicians, which may be requested by the administrator of exceptional student education or the administrator's designee on a more frequent basis than annually, may be required if the student is scheduled to attend school part of a day during a recuperative period of readjustment to a full school schedule. This physical examination and medical report shall be obtained at no cost to the parent.

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

1. The IEP or IFSP shall be developed or revised following determination of eligibility in accordance with this rule.

2. A student may be assigned to both a homebound or hospitalized program and to a school-based program due to an acute, chronic or intermittent condition as certified by a licensed physician.

3. This decision shall be made by the IEP or IFSP team in accordance with the requirements of Rule 6A-6.03028 or 6A-6.03029, F.A.C.

Instructional Services

The following settings and instructional modes, or a combination thereof, are appropriate methods for providing instruction to students determined eligible for these services:

1. Instruction in a home. The parent, guardian or primary caregiver shall provide a quiet, clean, and well-ventilated setting where the teacher and student will work; ensure that a responsible adult is present; and establish a schedule for student study between teacher visits that takes into account the student’s medical condition and the requirements of the student’s coursework.

2. Instruction in a hospital. The hospital administrator or designee shall provide appropriate space for the teacher and student to work and allow for the establishment of a schedule for student study between teacher visits.

3. Instruction through telecommunications or electronic devices. When the IEP or IFSP team determines that instruction is by telecommunications or electronic devices, an open, uninterrupted telecommunication link shall be provided, at no additional cost to the parent, during the instructional period.The parent shall ensure that the student is prepared to actively participate in learning.

4. Instruction in other specified settings. The IEP or IFSP team may determine that instruction would be best delivered in a mutually agreed upon alternate setting other than the home, or hospital or through telecommunications or electronic devices.

5. Instruction in a school setting on a part-time basis may be appropriate as the student transitions back to the student’s regular class schedule, if the IEP or IFSP team determines this meets the student’s needs.

6. Services for students in speciality hospitals. In accordance with the requirements of s 1003.57, F.S., eligible students receiving treatment in a children’s speciality hospital licensed in accordance with Chapter 395, Part I, F.S., must be provided educational instruction from the school district in which the hospital is located until the school district in which the hospital is located enters into an agreement with the school district in which the student resides. The agreement must ensure the timely provision of seamless educational instruction to students who transition between school districts while receiving treatment in the children’s speciality hospital.

7. Notification Agreement. A school district in which a children’s speciality hospital is located must enter into an agreement with the hospital that establishes a process by which the hospital must notify the school district of students who may be eligible for educational instruction through homebound or hospitalized services pursuant to s. 1003.57, F.S.

Students Receiving Treatment in a Children’s Specialty Hospital

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

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

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

- ○ Yes
- ○ No
- ◉ N/A

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

N/A

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Chapter 490, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-4.0311, 6A-6.03011 and 6A-6.0331, F.A.C.

Definition

An intellectual disability is defined as significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to 18 years of age.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an ~~intellectual disability~~ if the following criteria are met:

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

Student Evaluation

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

c. The educationally relevant medical findings, if any.

d. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.

e. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusion.

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030151 and 6A-6.0331, F.A.C.

Definition

Orthopedic impairment means a severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including, but not limited to, skeletal deformity or spina bifida) and impairments resulting from other causes (e.g., including, but not limited to, cerebral palsy or amputations).

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an orthopedic impairment if the following criteria are met:

1. There is evidence of an orthopedic impairment that adversely affects the student's performance in the educational environment in any of the following: ambulation, hand movement, coordination, or daily living skills.

2. The student demonstrates a need for special education.

Student Evaluation

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

1. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.

2. An educational evaluation that identifies educational and environmental needs of the student.

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030152 and 6A-6.0331, F.A.C.

Definition

Other health impairment means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems. This includes, but is not limited to, asthma, attention deficit disorder or attention deficit hyperactivity disorder, Tourette syndrome, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and acquired brain injury.

Eligibility Criteria

A student is eligible for specially designed instruction and related services ~~as a student with an other health impairment~~ if the following criteria are met:

1. ~~There is~~ evidence of a health impairment that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment.
2. The student demonstrates a need for special education.

Student Evaluation

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

1. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.
2. An educational evaluation that identifies educational and environmental needs of the student.

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030153 and 6A-6.0331, F.A.C.

Definition

A traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a ~~traumatic brain injury~~ if the following criteria are met:

1. There is evidence of a ~~traumatic brain injury~~ that impacts one or more of the areas identified in the definition.
2. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluations shall include all of the following:
    a. A report of a medical examination, within the previous 12-month period, from a physician(s) licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the ~~traumatic brain injury~~ and any medical implications for instruction.
    b. Documented evidence by more than one person, including the parent, guardian, or primary caregiver, in more than one situation. The documentation shall include evidence of a marked contrast of pre- and post-injury capabilities in one or more of the following areas: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing or speech.
    c. An educational evaluation that identifies educational and environmental needs of the student.
2. The evaluation may also include a neuropsychological evaluation when requested by the exceptional student education administrator or designee.

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

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Section 1003.57, F.S.
Rules 6A-1.09401, 6A-6.03018, 6A-6.0331 ~~and 6A-6.03411,~~ F.A.C.

Definition

A specific learning disability is defined as a disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Associated conditions may include, but are not limited to, dyslexia, dyscalculia, dysgraphia, or developmental aphasia. A ~~specific learning disability~~ does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional or behavioral disability, limited English proficiency, or environmental, cultural, or economic factors.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with ~~a specific learning disability~~ if all of the following criteria are met:

1. Evidence of ~~specific learning disability~~
   The student's parent~~(s)~~ or guardian~~(s)~~ and group of qualified personnel may determine that a student has a ~~specific learning disability~~ if there is evidence of each of the following:

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

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

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

- ○ The district requires that an individually administered, standardized test of achievement (that addresses the relevant areas of concern as identified by the team) be given by a qualified evaluator after obtaining parental consent for an evaluation.
- ◉ The district does not require that an individually administered, standardized test of achievement be given by a qualified evaluator after obtaining parental consent for an evaluation. The team responsible for the evaluation may determine the need for an individually administered, standardized test of achievement on an individual basis.

   b. The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified ~~in section 1.a) (above)~~ as determined through:

- A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C.

c. The group determines that its findings under paragraph a) of this subsection are not primarily the result of one or more of the following:

- A visual, hearing, or motor disability
- Intellectual disability
- Emotional or behavioral disability
- Cultural factors
- Irregular pattern of attendance or high mobility rate
- Classroom behavior
- Environmental or economic factors
- Limited English proficiency

2. The student demonstrates a need for special education.

Student Evaluation

The evaluation procedures shall include the following:

1. The school district must promptly request parental or guardian consent to conduct an evaluation to determine if the student needs specially designed instruction in the following circumstances:

a. The student does not make adequate progress when:

- Prior to a referral, the student has not made adequate progress after an appropriate period of time when provided appropriate instruction and intense, individualized interventions; or
- Prior to referral, intensive interventions are demonstrated to be effective but require sustained and substantial effort that may include the provision of specially designed instruction and related services;

and

b. Whenever a referral is made to conduct an evaluation to determine the student's need for specially designed instruction and the existence of a disability.

2. Observation requirement
In determining whether a student needs specially designed instruction and has ~~a specific learning disability,~~ and ~~in order~~ to document the relationship between the student's classroom behavior and academic performance, the group must do the following:

a. Use information from an observation in routine classroom instruction and monitoring of the student's performance that was completed before referral for an evaluation; or

b. Have at least one member of the group conduct an observation of the student's performance in the student's typical learning environment, or in an environment appropriate for a student of that chronological age, after referral for an evaluation and parental or guardian consent has been obtained.

3. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the evaluation must also include the district's procedures as specified in ~~the SP&P~~ as required by Rule 6A-6.03411, F.A.C. The evaluation must adhere to the ~~timeframe~~ required by Rule 6A-6.0331, F.A.C., unless extended by mutual written agreement of the student's parent~~(s)~~ or guardian~~(s)~~ and a group of qualified professionals.

Procedures

1. General education intervention procedures and activities

    a. ~~In order~~ to ensure that lack of academic progress is not due to lack of appropriate instruction, a group of qualified personnel must consider the following:

        - Data that demonstrate that the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified area~~(s)~~ of concern and delivered by qualified personnel in general education settings; and
        - Data-based documentation, which was provided to the student's parent(s) or guardian(s), of repeated measures of achievement at reasonable intervals, graphically reflecting the student's response to intervention during instruction.

    b. General education activities and interventions conducted prior to referral in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

2. Members of the group determining eligibility
   The determination of whether a student suspected of having ~~a specific learning disability~~ is a student who demonstrates a need for specially designed instruction and related services and meets the eligibility criteria must be made by the student's parents or guardians and a group of qualified professionals, which must include, but is not limited to, all of the following:

    a. The student's general education teacher; if the student does not have a general education teacher, a general education teacher qualified to teach a student of his or her chronological age;

    b. At least one person qualified to conduct and interpret individual diagnostic examinations of students, including, but not limited to, a school psychologist, speech-language pathologist, or reading specialist; and

    c. The district administrator of exceptional student education or designee.

3. Documentation of determination of eligibility
   For a student suspected of having a ~~specific learning disability~~, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:

    a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.

    b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning

    c. The educationally relevant medical findings, if any

    d. Whether the student has a specific learning disability as evidenced by response to intervention data confirming each of the following:

        - Performance discrepancy
          The student's academic performance is significantly discrepant for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, which include the peer subgroup, classroom, school, district, and state level comparison groups
        - Rate of progress
          When provided with well-delivered scientific, research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is currently enrolled; and

- Educational need
  The student continues to need evidence-based interventions that significantly differ in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.

e. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency

f. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including the following:

- Documentation of the specific instructional interventions used, the support provided to the individual(s) implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
- Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation

g. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion; if it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions

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

A student's response to intervention is documented by completing the "Academic Documentation Record" for Tiers I, II, III. Classroom/grade level graphs as well as individual student assessment information and comparison data must accompany the form. A description of the core instruction is also required. Evidence of progress monitoring subgroup comparisons (when appropriate) and intervention fidelity is required. District level universal screening tools include ~~FLKRS~~, iReady, District Writing Assessment Prompt (DWAP), district created assessments, and Office Discipline Referral (ODR) data through ~~RtI-B~~. Progress monitoring tools available district wide include iReady and student data through ~~RtI:B~~. Individual schools also implement site specific progress monitoring tools such as Scholastic Reading Inventory (SRI) lexile, easy Curriculum Based Measurement (CBM), ~~Successmaker course level,~~ content area common assessments, etc. Individual student problem solving is documented through the Progress Monitoring Plan (PMP) form which includes problem identification, data comparisons (student to benchmark and student to peers), intervention development, goal setting, a plan for review, response to intervention, and parental involvement. Intensive interventions are documented using the catch-up growth intervention plan which incorporates more intensive problem analysis and a support plan for the interventionist. Intervention implementation fidelity is measured through self-report (academic documentation log) and may also be monitored by observation and walk-throughs. Student progress within the core curriculum (Tier I) is monitored approximately 3 times per year through universal screenings and district-created assessments. Many schools also utilize common assessments for more frequent evaluation of their core instruction. At Tier II, ongoing progress monitoring data are collected more frequently (approximately monthly). Tier III interventions are monitored even more frequently (approximately weekly, but may vary based on each progress monitoring tool's recommended interval) in order to make instructional decisions in a timely manner. If progress is acceptable, the intensive, individualized scientific research-based interventions may be continued until the students achieve the school and district level benchmarks. If after intensive individualized interventions the students' response is still at a poor level, or if progress is acceptable but the interventions require sustained and substantial effort, consideration for further evaluation to determine whether there is a need for specially designed instruction and the existence of a disability may be warranted. Specific forms are available to assist in the documentation and are available on the Hernando County Student Services website (forms included in Appendix B).

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).

The individual student problem solving team follows a data-based problem solving process to identify the student's problem and engage in problem analysis. The team develops hypotheses about why the problem is occurring across multiple domains (Instruction, Curriculum, Environment, and Learner) using multiple methods of data collection (Review, Interview, Observe, and Test). This team develops an intensive intervention plan and collects data to evaluate the student's response to intervention. Parental involvement is imperative when students require supplemental and/or intensive intervention and is sought through participation in parent conferences, which is documented on a Progress Monitoring Plan Conference form. Ongoing learning progress is shared at regular intervals (approximately monthly) with parents through a graphical representation of data.

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.

The committee reviews the data from the comprehensive evaluation. An analysis of the response to intervention data that includes the comparison data and then discusses exclusionary factors to include: vision and hearing screenings completed at the school site ~~as well as any~~ documentation from parental input and/or physician documentation of a motor disability. ~~Review~~ performance data across settings and functional behaviors to rule out intellectual disability, completed observation forms by current teacher and another professional are reviewed to determine if behavior disability is present and discussion occurs to rule out. Attendance is pulled and reviewed for current year as well as previous years to rule out irregular patterns or lack of core instruction. Input from parents as well as a Home Language Survey is completed by parents to rule out cultural factors. ~~Through~~ discussion at the consideration for SLD, environmental/economic factors are considered through parental documentation and district data base that indicate either of these factors. The committee discusses the student's current performance and whether or not core instruction/interventions have been impacted by behavioral implications and if not rule out ~~for consideration~~. Through the Home Language Survey, the parental input of any limited English proficiency needs are addressed ~~and~~ the committee can continue to consider eligibility for SLD placement based upon all of the aforementioned exclusionary factors.

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

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

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.306 and 300.34
Sections 1003.01, 1003.57, 1012.44 and 1011.62, F.S.
Chapters 456, 458, 459, and 468, Part I, F.S. Rules 6A-4.0176, 6A-4.01761, 6A-6.03012, 6A-6.03028, 6A-6.0331, 6A-6.03411, and 64B20-2.001, F.A.C.

Definitions

1. Speech impairments are disorders of speech sounds, fluency, or voice that interfere with communication, adversely affect performance or functioning in the educational environment, and result in the need for exceptional student education.

    a. Speech sound disorder. A speech sound disorder is a phonological or articulation disorder that is evidenced by the atypical production of speech sounds characterized by substitutions, distortions, additions, or omissions that interfere with intelligibility. A speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

        - Phonological disorder. A phonological disorder is an impairment in the system of phonemes and phoneme patterns within the context of spoken language.

        - Articulation disorder. An articulation disorder is characterized by difficulty in the articulation of speech sounds that may be due to a motoric or structural problem.

    b. Fluency disorder. A fluency disorder is characterized by deviations in continuity, smoothness, rhythm, or effort in spoken communication. It may be accompanied by excessive tension and secondary behaviors, such as struggle and avoidance. A fluency disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

    c. Voice disorder. A voice disorder is characterized by the atypical production or absence of vocal quality, pitch, loudness, resonance, or duration of phonation that is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

A student is eligible for exceptional student education as a student with a speech impairment if the student meets the following criteria for one or more of the following disorders as determined by the procedures prescribed in Rules 6A-6.03012 and 6A-6.0331(6), F.A.C.

1. Speech sound disorder
   A student with a speech sound disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of a significant phonological or articulation disorder that is characterized by the atypical production of speech sound(s). The atypical production of speech sound(s) may be characterized by substitutions, distortions, additions, or omissions. Evaluation results must reveal all of the following:

    a. The speech sound disorder must have a significant impact on the student's intelligibility, although the student may be intelligible to familiar listeners or within known contexts

    b. The student's phonetic or phonological inventory must be significantly below that expected for his or her chronological age or developmental level based on normative data

    c. The speech sound disorder must have an adverse effect on the student's ability to perform or function in the student's typical learning environment, thereby demonstrating the need for exceptional student education

    d. The speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency

2. Fluency disorder
   A student with a fluency disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of

significant and persistent interruptions in the rhythm or rate of speech. Evaluation results must reveal all of the following:

a. The student must exhibit significant and persistent dysfluent speech behaviors. The dysfluency may include repetition of phrases, whole words, syllables, and phonemes; prolongations; blocks; and circumlocutions. Additionally, secondary behaviors, such as struggle and avoidance, may be present.

b. The fluency disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.

c. The dysfluency is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

3. Voice disorder
A student with a voice disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent atypical voice characteristics. Evaluation results must reveal all of the following:

a. The student must exhibit significant and persistent atypical production of quality, pitch, loudness, resonance, or duration of phonation. The atypical voice characteristics may include inappropriate range, inflection, loudness, excessive nasality, breathiness, hoarseness, or harshness.

b. The voice disorder does not refer to vocal disorders that are found to be the direct result or symptom of a medical condition unless the disorder adversely affects the student's ability to perform or function in the educational environment and is amenable to improvement with therapeutic intervention.

c. The voice disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.

d. The atypical voice characteristics are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

~~4. The student demonstrates a need for special education.~~

Student Evaluation

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

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

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of speech characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. Documented and dated observation(s) of the student's speech characteristics conducted by a speech-language pathologist to examine the student's speech characteristics during connected speech or conversation. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.

c. An examination of the oral mechanism structure and function.

d. One or more standardized, norm-referenced instruments designed to measure speech sound production administered to determine the type and severity of the speech sound errors and whether the errors are articulation (phonetic) or phonological (phonemic) in nature.

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

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, to address the following areas regarding the speech behaviors: motor aspects, student's attitude, social impact, and educational impact. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. A minimum of two documented and dated observations of the student's speech and secondary behaviors conducted by a speech-language pathologist in more than one setting, including the typical learning environment. For prekindergarten children, the observations may occur in an environment or situation appropriate for a child of that chronological age. Observations conducted prior to obtaining consent for evaluation may be used to meet this criterion, if the activities address the areas identified in subsection d) below.

c. An examination of the oral mechanism structure and function.

d. An assessment of all of the following areas:

- Motor aspects of the speech behaviors
- Student's attitude regarding the speech behaviors
- Social impact of the speech behaviors
- Educational impact of the speech behaviors

e. A speech sample of a minimum of 300–500 words collected and analyzed to determine frequency, duration, and type of dysfluent speech behaviors. If the speech-language pathologist is unable to obtain a speech sample of a minimum of 300–500 words, a smaller sample may be collected and analyzed. The evaluation report must document the rationale for collection and analysis of a smaller sample, the results obtained, and the basis for recommendations.

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

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of voice characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. Documented and dated observation(s) of the student's voice characteristics conducted by a speech-language pathologist in one or more setting(s), which must include the typical learning environment. For prekindergarten children, the observation(s) may occur in an environment or situation appropriate for a child of that chronological age. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.

c. An examination of the oral mechanism structure and function.

d. A report of a medical examination of laryngeal structure and function conducted by a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C. The physician's report must provide a description of the state of the vocal mechanism and any medical implications for therapeutic intervention.

Unique Philosophical, Curricular, or Instructional Considerations

1. Speech services

a. A group of qualified professionals determining eligibility under requirements of Rules 6A-6.03012 and 6A-6.0331(6), F.A.C., must include a ~~speech-language pathologist~~.

b. A ~~speech-language pathologist~~ shall be involved in the development of the individual educational plan for students eligible for speech services, whether as special education or as a related service for an otherwise eligible student with a disability as specified in Rule 6A-6.03012, F.A.C.

c. Speech therapy services shall be provided by a certified ~~speech-language pathologist~~ pursuant to Rule 6A-4.0176, F.A.C., or a licensed ~~speech-language pathologist~~ pursuant to Chapter 468, F.S., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.

d. Students determined eligible as a student with a speech impairment have access to any supports and services needed as determined by the individual educational plan team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a speech impairment may have counseling as a related service, a functional behavioral assessment, or academic support for reading or writing, even though the student has not been determined to be a student with an emotional or behavioral disability or a specific learning disability.

2. Speech-language associate ~~(SLA)~~

Speech therapy services provided by an SLA as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed ~~speech-language pathologist~~ with a master's degree or higher in speech-language pathology. Services can be provided for a period of three years as described in Section 1012.44, F.S., in districts that qualify for the sparsity supplement as described in Section 1011.62(7), F.S. ~~For more information on the responsibilities and duties of an SLA, go to: http://info.fldoe.org/docushare/dsweb/Get/Document-4662/TAP2007-137.pdf~~.

The district shall submit a plan to the Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan found in Rule 6A-6.03012(7), F.A.C., will include a description of:

- 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.

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.306 and 300.34
Chapters 456 and 468, Part I, F.S.
Sections 1003.01, 1003.57, 1011.62 and 1012.44, F.S.
Rules 6A-1.09401, 6A-4.0176, 6A-4.01761, 6A-6.0331, 6A-6.030121, 6A-6.03028, 6A-6.03411, and 64B20-2.001, F.A.C.

Definitions

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

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

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

Eligibility Criteria

1. For prekindergarten children

   A prekindergarten child is eligible as a student with a language impairment in need of exceptional student education if all of the following criteria are met:

   a. There is evidence, based on evaluation results, of significant deficits in language. The impairment may manifest in significant difficulties affecting one or more of the following areas:

      i. Listening comprehension

      ii. Oral expression

      iii. Social interaction

      iv. Emergent literacy skills (e.g., vocabulary development, phonological awareness, narrative concepts)

   b. One or more documented and dated behavioral observation(s) reveals significant language deficits that interfere with performance or functioning in the typical learning environment.

   c. Results of standardized norm-referenced instrument(s) indicate a significant language deficit in one or more of the areas listed in ~~1. – 5. of the~~ Definitions section as evidenced by standard score(s) significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more areas listed in 1.–5. of the Definitions section. Significance of the deficit~~(s)~~ must be determined and based on specifications in the manual of the instrument~~(s)~~ utilized for evaluation purposes.

d. Information gathered from the child's parent~~(s)~~ or guardian~~(s),~~ teacher~~(s)~~, service providers, or caregivers must support the results of the standardized instruments and observations conducted.

e. The language impairment must have an adverse effect on the child's ability to perform or function in the typical learning environment, thereby demonstrating the need for ~~exceptional student education~~.

f. The language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

2. For students in kindergarten through Grade 12

A student meets the eligibility criteria as a student with a language impairment in need ~~of exceptional student education~~ if all of the following criteria are met:

a. Due to deficits in the student's language skills, the student does not perform or function adequately for the student's chronological age or to meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's chronological age or grade:

i. Oral expression

ii. Listening comprehension

iii. Social interaction

iv. Written expression

v. Phonological processing

vi. Reading comprehension

b. Due to deficits in the student's language skills, the student does not make sufficient progress to meet chronological age or state-approved grade-level standards pursuant to Rule 6A-1.09401, F.A.C., in one or more of the areas identified in ~~1. a.~~ of this section when using a process based on the student's response to scientific, research-based intervention.

c. Evidence of a language impairment is documented based on a comprehensive language evaluation, including all evaluation procedures as specified for students in kindergarten through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section ~~of this document~~. There must be documentation of all of the following:

i. Documented and dated observations show evidence of significant language deficits that interfere with the student's performance or functioning in the educational environment.

ii. Results of standardized norm-referenced instrument~~(s)~~ indicate a significant language deficit in one or more of the areas listed in ~~1. 5. of the~~ Definitions section as evidenced by standard score~~(s)~~ significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more areas listed in ~~1. 5. of~~ the Definitions section. Significance of the deficit~~(s)~~ must be determined and based on specifications in the manual of the instrument~~(s)~~ utilized for evaluation purposes.

iii. Information gathered from the student's parent~~(s)~~ or guardian~~(s)~~, teacher~~(s)~~, and, when appropriate, the student, must support the results of the standardized instruments and observations conducted.

iv. At least one additional observation conducted by the speech-language pathologist when the language impairment is due to a deficit in pragmatic language and cannot be verified by the use of standardized instrument~~(s)~~. The language impairment may be established through the results of the evaluation procedures as specified in the evaluation procedures for students in kindergarten through Grade 12, included under the **Conducting Student Evaluations and Reevaluations** section of this document, and the additional observation~~(s)~~ conducted subsequent to obtaining consent for evaluation as part of a comprehensive language evaluation. The evaluation report must document the evaluation procedures used, including the group's rationale for overriding results from standardized instruments, the results obtained, and the basis for recommendations. The information gathered from the student's parent~~(s)~~ or legal

guardian~~(s)~~, teacher~~(s)~~, and, when appropriate, the student, must support the results of the observation~~(s)~~ conducted.

d. The group determines that its findings under 2.a of this section are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Documentation of Determination of Eligibility

For a student suspected of having a language impairment, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates all of the following information:

1. The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.
2. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning.
3. The educationally relevant medical findings, if any.
4. Whether the student has a language impairment as evidenced by response to intervention data confirming all of the following:

    a. Performance or functioning discrepancies. The student displays significant discrepancies, for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, including to the extent practicable the peer subgroup, classroom, school, district, and state level comparison groups.

    b. Rate of progress. When provided with effective implementation of appropriate research-based instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the gap with typical peers or expectations for the chronological age or grade level in which the student is currently enrolled.

    c. Educational need. The student continues to demonstrate the need for interventions that significantly differ in intensity and duration from what can be provided solely through educational resources and services currently in place, thereby demonstrating a need for exceptional student education due to the adverse effect of the language impairment on the student's ability to perform or function in the educational environment.

5. The determination of the student's parent(s) or guardian(s) and group of qualified professionals concerning the effects of chronological age, culture, gender, ethnicity, patterns of irregular attendance, or limited English proficiency on the student's performance or functioning.
6. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including:

    a. Documentation of the specific instructional interventions used, the intervention support provided to the individuals implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected

    b. Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance or functioning data that would be collected and the educational resources and services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation.

Student Evaluation

1. Children in prekindergarten
   In addition to the procedures identified in subsection 6A-6.0331(5), F.A.C., the minimum evaluation for a prekindergarten child shall include all of the following:

a. Information gathered from the child's parent(s) or guardian(s) and others, as appropriate, such as teacher(s), service providers, and caregivers, regarding the concerns and description of language skills. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. One or more documented and dated observation~~(s)~~ of the child's language skills conducted by the ~~speech-language pathologist~~ in one or more setting(s), which must include the child's typical learning environment or an environment or situation appropriate for a child of that chronological age.

c. One or more standardized norm-referenced instruments designed to measure language skills. The instrument must be administered and interpreted by a ~~speech-language pathologist~~ to determine the nature and severity of the language deficits. If the ~~speech-language pathologist~~ is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained, and the basis for recommendations.

2. Students in kindergarten through Grade 12
The provisions in Rule 6A-6.0331(1), F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented, as well as procedures identified in Rule 6A-6.0331(5), F.A.C., and must include all of the following:

a. In order to ensure that the decreased performance or functioning of a student suspected of having a language impairment is not due to lack of appropriate instruction, the minimum evaluation procedures must include all of the following:

i. Review of data that demonstrate the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified area~~(s)~~ of concern and delivered by qualified personnel in general or ~~exceptional education~~ settings.

ii. Data-based documentation, which was provided to the student's parent~~(s)~~ or guardian~~(s)~~, of repeated measures of performance or functioning at reasonable intervals, communicated in an understandable format, reflecting the student's response to intervention during instruction.

iii. Information gathered from the student's parent~~(s)~~ or legal guardian~~(s)~~ and teacher~~(s)~~, and, when appropriate, the student, regarding the concerns and a description of language skills. This may be completed through a variety of methods including interviews, checklists, or questionnaires.

iv. Documented and dated observation~~(s)~~ of the student's language skills conducted by the ~~speech-language pathologist~~ in one or more setting~~(s)~~.

v. One or more standardized norm-referenced instrument~~(s)~~ designed to measure language skills. The instrument~~(s)~~ must be administered and interpreted by a ~~speech-language pathologist~~ to determine the nature and severity of the language deficits. If the ~~speech-language pathologist~~ is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained, and the basis for recommendations.

b. With the exception of one additional observation conducted by the ~~speech-language pathologist~~ when the language impairment is due to a deficient in pragmatic language that cannot be verified by a standardized assessment, general education activities and interventions conducted prior to initial evaluation in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

Unique Philosophical, Curricular, or Instructional Considerations

Language services

~~1.~~ A group of qualified professionals determining eligibility under requirements of Rule 6A-6.030121, F.A.C. and Rule 6A-6.0331(6), F.A.C., will include a ~~speech-language pathologist~~.

~~2.~~ A ~~speech-language pathologist~~ will be involved in the development of the individual educational plan for programs for students with a language impairment, whether as special education or as a related service for an otherwise eligible student with a disability.

3. Language therapy services will be provided by a ~~certified speech-language pathologist~~ pursuant to Rule 6A-4.0176, F.A.C., or a licensed ~~speech-language pathologist pursuant to Chapter 468, F.S., and Rule 64B20-2.001, F.A.C., or a speech-language associate pursuant to Rule 6A-4.01761~~, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.

4. Students determined eligible as a student with a language impairment have access to any supports and services needed as determined by the individual educational plan team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a language impairment may have counseling as a related service, a functional behavioral assessment ~~(FBA)~~, or academic support for reading or writing even though the student has not been determined to be a student with an emotional or behavioral disability ~~(EBD)~~ or a specific learning disability.

5. Speech-language associate

    a. Language therapy services provided by a speech-language associate as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed ~~speech-language pathologist~~ with a master's degree or higher in speech-language pathology. Services under this ~~subsection~~ can be provided for a period of three years as described in Section 1012.44, F.S., in districts that qualify for the sparsity supplement as described in Section 1011.62(7), F.S.

    b. The district will submit a plan to the Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan must include a description of:

        - The model, specifying the type and amount of direction including, but not limited to, direct observation, support, training, and instruction
        - The rationale for using this model
        - The manner in which the associate will be required to demonstrate competency
        - The process for monitoring the quality of services
        - The process for measuring student progress
        - The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel

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

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

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

Statutory and Regulatory Citations

34 CFR §§300.8, 300.34, 300.172, and 300.324
Sections 1003.55, 1003.57, and 1003.575, F.S.
Rules 6A-6.03014 and 6A-6.0331, F.A.C.

Definition

1. Students who are visually impaired include the following:

    a. A student who is blind, has no vision, or has little potential for using vision.

    b. A student who has low vision.

    c. A student who has a visual impairment after best correction that adversely affects the student's educational performance and

    d. A student who has been diagnosed with a progressive condition that will most likely result in a visual impairment or no vision after best correction.

Eligibility Criteria

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

1. A licensed ophthalmologist or optometrist has documented an eye condition that causes an impairment as manifested by at least one of the following:

    a. A visual acuity of 20/70 or less in the better eye after best possible correction;

    b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;

    c. A diagnosis of visual impairment after best correction, or

    d. A progressive loss of vision that may affect the student's ability to function in an educational setting.

2. The student demonstrates a need for special education.

Student Evaluation

The minimum procedures necessary for determining eligibility shall include:

1. A medical eye examination describing: etiology; diagnosis; treatment regimen; prognosis; near and distance; corrected and uncorrected acuity measures for left eye, right eye and both eyes; measure of field of vision; and recommendations for lighting levels, physical activity, aids, prescribed low vision aids, or use of glasses or contact lenses, as appropriate.

2. For children birth to five years of age or students who are otherwise unable to be assessed, a medical assessment describing visual functioning shall be documented when standard visual acuities and measure of field of vision are unattainable.

3. A comprehensive assessment of skills known to be impacted by visual impairment, which shall include, but is not limited to:

    a. A functional vision evaluation that includes an assessment of skills known to be impacted by vision impairment that are aligned with the special skills references in Rule 6A-1.09401, F.A.C., and include assistive technology, compensatory skills, career education, recreation and leisure, sensory efficiency, self-determination, social skills, and independent living;

    b. A learning media assessment; and

    c. An orientation and mobility screening.

Reevaluation

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

2. The medical aspect of a reevaluation for students with bilateral anophthalmia may be waived by a written recommendation of a physician.

Specialized Evaluations: Qualified Evaluators

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

1. Medical eye exam: ophthalmologist or optometrist

2. Functional vision assessment: teacher of the visually impaired, orientation and mobility specialist, or low vision specialist

3. Learning Media Assessment: teacher of the visually impaired

4. Orientation and mobility (as appropriate): orientation and mobility specialist

Unique Philosophical, Curricular, or Instructional Considerations

1. All students with visual impairments are registered for services from the Florida Instructional Materials Center for the Visually Impaired. Students will be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based upon the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.

2. Orientation and mobility is a related service, provided to blind or visually impaired students by qualified personnel if the IEP team determines that it is necessary in order for the student to benefit from specially designed instruction, that enables the student to attain systematic orientation to and safe movement within their environments in school, home, and community. Orientation and mobility instruction encompasses skill and conceptual awareness that includes, but is not limited to: spatial awareness, use of sensory information to maintain orientation, the use of mobility devices (i.e., long cane, distance low vision aids, assistive technology), and other skills and techniques used to travel safely and efficiently across a variety of settings.

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

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

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

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

Statutory and Regulatory Citations

34 CFR §300.34
Chapters 456 and 468, Part III, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and Chapter 64B-11, F.A.C.

Definitions

1. Occupational therapy means services provided by a licensed occupational therapist ~~and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation; improving ability to perform tasks for independent functioning if functions are impaired or lost; and preventing, through early intervention, initial or further impairment or loss of function.~~

2. Related service provider means the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service.

Assessments

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

Determination of Need for Occupational Therapy

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

1. Review assessments conducted by the related service provider and all other relevant data.

2. Determine if occupational therapy services are needed to assist a student to benefit from specially designed instruction.

3. ~~Include input from the occupational therapist to assist the IEP, EP, or IFSP team when the educational need for occupational therapy as a related service is being determined~~

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team when:

    a. The educational need for occupational therapy as a related service is being determined, and

    b. A student who is receiving occupational therapy as a related service is being reviewed by the IEP, EP, or IFSP team.

2. Once the educational need for occupational therapy has been determined in accordance with the provisions of this rule, a plan of treatment as referenced in s.468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP, or IFSP.

3. Pursuant to s. 468.203, F.S., occupational therapy:

    a. May be provided by either a licensed occupational therapist or a licensed occupational therapy assistant.

    b. The occupational therapy assistant is supervised by the licensed occupational therapist.

    c. The licensed occupational therapist provides both initial direction in developing a plan of treatment and periodic inspection of the actual implementation of the plan. Such plan of treatment shall not be altered by the supervised individual without prior consultation with, and the approval of, the supervising occupational therapist.

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

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

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

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

Statutory and Regulatory Citations

34 CFR §300.34
Chapters 456, 458, 459, 461, 466 and 486, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and 64B17-6.001, F.A.C.

Definitions

1. Physical therapy means services provided by a licensed physical therapist.

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

Assessments

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

Determination of Need for Physical Therapy

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

1. Review assessments conducted by the related service provider and all other relevant data.

2. Determine if physical therapy services are needed to assist a student to benefit from specially designed instruction.

3. ~~Include input from the physical therapist to assist the IEP, EP, or the IFSP team when the educational need for physical therapy as a related service is being determined.~~

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team when:

    a. The educational need for physical therapy as a related service is being determined, and

    b. A student who is receiving physical therapy as a related service is being reviewed by the IEP, EP, or IFSP team.

2. Once the educational need for physical therapy has been determined in accordance with the provisions of this rule, a plan of treatment as referenced in s. 468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP, or IFSP.

3. Pursuant to s. 486.021, F.S., physical therapy may be provided by either a licensed physical therapist or a licensed physical therapist assistant, who is under the general supervision of a physical therapist. The supervision of a physical therapist assistant shall not require on-site supervision by the physical therapist.

4. Pursuant to Rule 64B17-6.001, F.A.C., the supervising physical therapist shall be:

    a. Accessible at all times by two-way communication, which enables the physical therapist to respond to an inquiry when made and to be readily available for consultation during the delivery of care.

    b. Within the same geographic location as the assistant.

    c. Provided both initial direction in developing a plan of treatment and ensuring the plan is appropriately implemented on a consistent basis. The supervised individual cannot change the plan of treatment without prior consultation with, and the approval of, the supervising physical therapist.

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

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

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

Section C: Individual Educational Plan

Statutory and Regulatory Citations

34 CFR §§300.29, 300.106, 300.110, 300.320 through 300.328, and 300.503
Sections 1001.02, 1002.20, 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.

- 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

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.

Director of Exceptional Student Education, Coordinator of Exceptional Student Education Instruction, LEA Designees

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

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

a. An IEP or an IFSP must be developed and implemented by the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities.

b. Each school district shall participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.

c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

6. IEP timelines

Timelines for IEPs include the following:

a. An IEP that has been reviewed, and, if appropriate, revised periodically, but not less than annually, must be in effect at the beginning of each school year for each eligible student with a disability within the district's jurisdiction.

b. An IEP must be developed within 30 calendar days following the determination of a student's eligibility for special education and related services and be in effect prior to the provision of these services.

c. A meeting shall be held at least annually to review, and revise, as appropriate, each IEP.

7. Considerations in IEP development, review, and revision

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

a. Strengths of the student and concerns of the parents for enhancing the education of their child

b. Results of the initial or most recent evaluation or reevaluation

c. As appropriate, results of the student's performance on state or districtwide assessments

d. Academic, developmental, and functional needs of the student

e. In the case of a student whose behavior impedes the student's learning or the learning of others, strategies, including the use of positive behavioral interventions, supports, and other strategies to address that behavior

f. In the case of a student with limited English proficiency, the language needs of the student as related to the IEP

g. In the case of a student who is blind or visually impaired, provision of instruction in ~~B~~raille and the use of ~~B~~raille 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 ~~B~~raille or the use of ~~B~~raille), that instruction in ~~B~~raille or the use of ~~B~~raille 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 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 LEA schedules a meeting to review data presented to the IEP team and determine the need for ESY by answering four (4) questions: 1. Does the data indicate that significant regression is likely to occur in critical life skills related to any of the following areas, and that these skills cannot be recouped within a reasonable amount of time without ESY services? a. academics, or, for pre-K students, developmentally appropriate pre-academic skills b. communication c. independent functioning and self-sufficiency d. social/emotional development or behavior 2. Does the data indicate the likelihood that the student is at a crucial stage in the development of a critical life skill, and that a lapse in services would substantially jeopardize the student's chances of learning that skill? 3. Is the nature or severity of the student's disability such that the student would be unlikely to benefit from his or her education without the provision of ESY services? 4. Are there extenuating circumstances pertinent to the student's current situation that indicate the likelihood that FAPE would not be provided without ESY services? Examples include: a. a student who has recently obtained paid employment and requires the services of a job coach b. a student who requires ESY services to prevent movement to a more restrictive setting c. a student whose frequent health-related absences have significantly impeded progress on goals. If the committee can say "yes" to any of the four (4) questions, then the student should receive extended school year services ~~added to the IEP~~. Decisions will be made to determine the need for the amount of time, when, and in what disciplines ~~extended school year would be eligible~~.

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 Hernando County Exceptional Student Education (ESE) Program/Staffing Specialists or designated LEA facilitates each and every staffing and the subject of Extended School Year is addressed at each staffing. The Program/Staffing Specialists are trained to facilitate fluid conversations through the use of guiding questions and data to formulate informed decisions with regard to Extended School Year services. Through the use of guiding questions, Extended School Year is discussed at various points throughout the school year depending on the student's needs. Throughout the staffing, parental input is sought and provision of services, to include various methods of services as well as support and itinerant services, is discussed and determined (e.g., frequency, duration, educational relevance, and transportation services were applicable). Following the staffing, highly qualified personnel are interviewed and selected, dependent upon subject area of certification and student need. Collaborative planning with stakeholders are completed to devise the best setting to include the continuum of services ~~is~~ delivered to each student's needs. Extended School Year is considered through the year and access to curriculum is provided. It is important to note that the service delivery model is provided through various methods to include the following: • hospital/homebound • home instruction • credit recovery • reading remediation • behavior supports • 1:1 tutoring • therapies by itinerant services (It is important to note that the therapy services include speech/language, occupational therapy, and physical therapy.) These services are made available to parents at individual schools, also as itinerant services during the school day, following the school day, and during any breaks including summer. Guiding questions are asked as Extended School Year is discussed and student need is documented through ongoing progress monitoring and teacher/student data. ESE Program/Staffing Specialists are routinely updated in their staff meetings regarding any information on Extended School Year policies and procedures. Teachers and paraprofessionals hired for Extended School Year are invited to attend all of the various district trainings and planning days prior to the beginning of any implementation of services. All staff members are provided with Individualized Education Plans, student data collection tools such as goal tracking sheets to document daily progress, computer usage logs, sensory logs, behavior tracking forms, lesson plan templates complete with detailed examples, and stakeholder contact logs. The data is collected to demonstrate continued need for each student through portfolio compilation. The provision of services is guided by the Florida Standards and Access Points to demonstrate student progress as well as proficiency toward Individualized Education Plan goals.

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~~.

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 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 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.

1. The IEP team must review the benefits of deferring the standard high school diploma, including continuation of educational and related services, and describe to the parent and the student all services and program options available to students who defer. This description must be done in writing.

2. School districts must inform the parent and the student, in writing, by January 30 of the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a ~~free appropriate public education (~~FAPE~~)~~. This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral.

3. ~~The~~ school district must ensure that the names of students deferring their diploma be submitted to appropriate district staff for entry in the district's management information system. Improper coding in the district database will not constitute failure to defer.

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:

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).

~~January 8, 2020~~

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

~~November 4, 2022~~

- 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.

Once the measureable annual goals and benchmarks/objectives, if applicable, that address the student's unique needs have been developed, the IEP team considers the continuum of placement in the LRE decision making process including instruction in: regular class, resource room, separate class, hospital/homebound instruction, home instruction, instruction via teleclass, and residential setting.

Describe the district's procedures regarding provision for supplementary services to be provided in conjunction with regular class placement.

Supplemental aides and services are provided in regular education classes or other education settings to enable students with disabilities to be educated with non-disabled peers. Supplementary services may include note taking assistance, sign language interpreters, teacher directed adult assistance, adapted materials, specialized equipment (e.g., assistive technology, positioning devices).

- 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.

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

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

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

Section D: Discipline

Statutory and Regulatory Citations

34 CFR §§300.530–300.537
Sections 893.02, 893.03, 1002.20, 1002.22, 1003.01, 1003.31, 1003.57, and 1006.09, F.S.
Rules 6A-1.0955, 6A-6.03011 through 6A-6.0361 and 6A-6.03312, F.A.C.

Definitions

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

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

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

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

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

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

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

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

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

Procedures

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

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

All schools are using a Multi-Tiered System of Support (MTSS) including positive behavioral interventions support to address behavior. Every school has a behavior analyst/specialist assigned to them as a behavioral coach to provide technical assistance, training, support, and data analysis. The data is tracked monthly to assist in making decisions regarding behavior. Hernando County School District works in ~~collaboration~~ with the University of South Florida (USF) Positive Behavior Interventions & Support (PBIS) ~~program~~ to provide annual training. ~~The~~ district has a PBIS district coordinator ~~to~~ oversee the implementation of PBIS in collaboration with SEDNET. District-wide data is reported and analyzed mid-year and end-of-year to assess the implementation of PBIS, identify training needs, and track behavioral trends district-wide. All schools ~~must enter behavioral data in the RtI-B database~~ to monitor, track, and analyze individual behavior as well as to identify trends. Procedures: 1. Provide overview of what PBIS is to schools 2. Ensure majority buy-in of PBIS at school level 3. Schools complete PBIS readiness packet 4. Submit PBIS packet to the USF PBS project 5. Coordinate and give 3-day tier-~~one~~ intensive training for school-based behavior teams 6. The district Exceptional Student Education (ESE) department provides support and training specific to the needs of the school (e.g.: ~~social skills training,~~ conflict resolution, ~~bullying,~~ crisis management, data analysis, data-based decision making) 7. Assist schools in monitoring and tracking behavior data using a district data management system ~~and the RTI-B database~~ 8. Make decisions about behavior based on the data analysis setting

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.

Specific behavioral goals are written in the IEP for students with disabilities whose behavior impedes their learning or the learning of others. Additionally, the IEP committee may request a Functional Behavioral Assessment (FBA) and Behavior Intervention Plan (BIP) to assist in improving the student's 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.

Exceptional Student Education (ESE) staff will monitor all OSS/ISS/Expulsion of ESE students to determine if a student's removal exceeds or approaches ten (10) cumulative days in the same school year for separate incidents of misconduct and subsequently constitutes a change in placement. A change of placement occurs if: 1. the removal is more than 10 consecutive days 2. the student has been subjected to a series of removals that constitute a pattern 3. the series of removals total more than ten (10) school days in a year 4. the student's behavior is similar to the student's behavior in previous incidents that resulted in the series of removals, and 5. such additional factors as the duration of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. The Staffing/IEP committee will determine whether a pattern of removal constitutes a change of placement on a case-by-case basis. The staffing/IEP committee will determine whether a pattern of removal constitutes a change of placement on a case-by-case basis.

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

1. A Staffing Specialist will convene an IEP meeting and conduct a manifestation determination within ten (10) school days of decision to remove the student for discipline reasons. 2. If the IEP team determines that the behavior is a manifestation of the student's disability, the IEP team will either conduct, review, or revise a functional behavior assessment. 3. If a behavioral intervention plan already has been developed, review the behavioral intervention plan and modify it, as necessary, to address the behavior. If no behavioral intervention plan exists, but one is needed, then develop one based on the current behaviors needing to be addressed. 4. If the IEP team determines that the behavior is not a manifestation of the student's disability, then relevant disciplinary procedures in the same manner and duration as for students without disabilities apply, however, educational services must continue. 5. If the team determines that the behavior is a manifestation of the student's disability, except as described below under the sub-heading Special Circumstances, the school district must return the student to the placement from which the student was removed, unless the parent and the district agree to a change of placement as part of the behavioral intervention plan. 6. Special Circumstances: Whether or not the behavior was a manifestation of the student's disability, school personnel may remove a student to an interim alternative educational setting (determined by the student's IEP team) for up to 45 school days, if the student: a. Carries a weapon to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Department of Education or school district; b. Knowingly has 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 the Department of Education or school district; or c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or school district.

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

   a. In conducting the review, the school district, the parent, and relevant members of the IEP team (as determined by the parent and the school district):

      - Will review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP
      - Will determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP

   b. If the school district, the parent, and relevant members of the IEP team determine that the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or that the conduct in question was the direct result of the school district's failure to implement the IEP, the conduct will be determined to be a manifestation of the student's disability and the school district will take immediate steps to remedy those deficiencies.

   c. If the school district, the parent, and relevant members of the IEP team determine that the conduct was a manifestation of the student's disability, the IEP team will either:

      - Conduct a functional behavioral assessment (FBA), unless the school district had conducted an FBA before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
      - If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and
      - Except as provided in 6. of this section, return the student to the placement from which the student was removed, unless the parent and the school district agree to a change in placement as part of the modification of the BIP.

   d. For disciplinary changes of placement, if the behavior that gave rise to the violation of a Code of Student Conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to nondisabled students may be applied to the student in the same manner and for the same duration in which they would be applied to nondisabled students, except that services necessary to provide FAPE will be provided to the student with a disability, as described in 5. of this section.

e. If a parent disagrees with the manifestation determination decision made by the IEP team pursuant to this rule, the parent may appeal the decision by requesting an expedited due process hearing as described in 7. of this section.

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

The LEA designee is notified in writing by the administrator of the school responsible for the discipline. The LEA designee will then schedule and facilitate the manifestation determination review within ten (10) school days of any decision to change the placement of the student with a disability. The LEA designee invites the appropriate staffing participants who include the Administrator, parent, ESE teacher, General Education teacher, behavior analyst/specialist, and any other service provider that works with the student to a staffing if the staffing committee decides it is appropriate.

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

The LEA designee invites the appropriate staffing participants and includes the behavior analyst/specialist to an IEP meeting. At the meeting, they will discuss the need for a Functional Behavior Analysis (FBA) if appropriate. Once review of historical data and current data are discussed, then consent is obtained to conduct an FBA and completion of a proposed Behavior Intervention Plan (BIP) is developed. The FBA will be completed no longer than forty-five (45) days from the time permission is obtained. This will be monitored by the referral database.

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

Training is provided for FBA and BIP development and implementation through the behavior analyst/specialists, therapists, PLCs, and peer mentoring. FL/PBS provides FBA and BIP training and consultation for our county and ongoing behavior assistance.

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

FAPE is provided for students when the behavior is determined not to be a manifestation of the student's handicap by a number of ways, but not limited to: another school setting, alternative school, or home instruction. After the manifestation determination meeting, the parent will be reminded of their options and rights in the event they disagree with the manifestation determination decision made by the IEP team.

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

The parent would need to notify school officials, LEA designee, or the Director of Exceptional Student Education (ESE) or designee if they disagree with the IEP team regarding the manifestation determination through requesting an expedited due process hearing. If an expedited due process hearing is requested, the Director of ESE or designee would then forward the request to the Division of Administrative Hearings (DOAH).

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.

FAPE is provided for students with disabilities through a highly qualified certified teacher in the alternate placements: home, public setting, alternative school with students with disabilities continuing to receive educational services ~~to enable~~ them to continue to participate in the general curriculum and progress toward meeting IEP goals.

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 is provided to staff members who provide services to students with disabilities by the ESE department annually. These trainings include but are not limited to: non-violent physical crisis intervention (CPI), behavior management, curriculum-based instruction, and use of technology.

6. Special circumstances and ~~interim alternative educational settings~~

a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of an SEA or a school district;
- Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district; or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district.

b. On the date that a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district will notify the parent of that decision and provide the parent with a copy of the notice of procedural safeguards.

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

The Principal or designee will notify the parent on the date the decision is made to make a removal that constitutes a change of placement and provide the parent with a copy of the procedural safeguard on the same date.

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

The LEA designee and the district Exceptional Student Education (ESE) staff will ~~be~~ tracking the students' removals to an IAES through ~~TERMS and RtI-B data base SEIM~~ to ensure the 45-school-day limit is maintained.

7. Appeal and expedited hearings

a. An expedited hearing may be requested by:

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

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

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

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

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

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

The Director of Exceptional Student Education (ESE) or designee will set-up the resolution meeting within seven (7) days of receiving notice of a requested expedited due process hearing.

8. Authority of an Administrative Law Judge
An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

a. An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of Rule 6A-6.03312, F.A.C., or that the student's behavior was a manifestation of the student's disability; or

b. Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

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

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

10. Protections for students not determined eligible for special education and related services
A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under Rule 6A-6.03312, F.A.C. if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

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

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

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

- The parent of the student has not allowed an evaluation to determine if the student is an eligible student with a disability;
- The parent of the student has refused to provide consent for initial provision of special education and related service;
- The parent of the student revoked consent for the student to receive special education and related services; or
- The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., and determined that the student was not a student with a disability.

c. Conditions that apply if no basis of knowledge

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

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

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

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

The Director of Exceptional Student Education (ESE) or designee who has been responsible for the procedures involving the students in question, will have the responsibility of transmitting the records of students with disabilities. The Director of ESE or designee will transmit disciplinary records to the person making the final determination regarding the disciplinary action.

13. Disciplinary records of students with disabilities

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

a. The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.

b. If the student transfers from one school to another, the transmission of any of the student's records will include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

Section E: Participation in State and District Assessments

Statutory and Regulatory Citations

34 CFR §§300.8
Chapters 458 and 459, F.S.
Sections 1003.01, 1003.428, 1003.4282, 1003.43, 1003.433, 1007.02, 1008.212, 1008.22, 1008.25 and 1011.62, F.S.
Rules 6A-1.09401, 6A-1.0943, 6A-1.09430, 6A-6.03011 through 6A-6.0361, 6A-6.03018, 6A-6.03020, 6A-6.03028, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Statewide, Standardized Assessment Program

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

2. Student participation

   a. Each student with a disability has the opportunity to participate in the statewide, standardized assessment program and any districtwide assessment of student achievement with allowable accommodations, if determined appropriate by the individual educational plan (IEP) team and recorded on the student's IEP.

   b. Accommodations identified for testing situations are those identified in the test administration manual and regularly used by the student in the classroom.

   c. A parent must provide signed consent for a student to receive instructional accommodations not permitted on statewide, standardized assessments and acknowledge, in writing, the implications of such accommodations.

   ~~d~~. Students who are identified solely as gifted are not eligible for statewide, standardized assessment accommodations.

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

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

Extraordinary Exemption for Students with Disabilities

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

1. Definitions:

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

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

b. "Circumstance" means a situation in which accommodations allowable for use on the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., are not offered to a student during the current year's assessment administration due to technological limitations in the testing administration program, which lead to results that reflect the student's impaired sensory, manual, or speaking skills, rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.

c. "Condition" means an impairment, whether recently acquired or longstanding, which affects a student's ability to communicate in modes deemed acceptable for statewide assessments, even if appropriate accommodations are provided, and creates a situation in which the results of administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.

d. "Medical complexity" – Pursuant to s. 1008.22(11), F.S., a child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.

e. "Parent" – Pursuant to Rule 6A-6.03411(1)(bb), F.A.C., parent means:

i. A biological or adoptive parent of a student;

ii. A foster parent;

iii. A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the state if the student is a ward of the State);

iv. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare; or

v. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.

2. A student with a disability for whom the IEP team determines is prevented by a circumstance or condition from physically demonstrating the mastery of skills that have been acquired and are measured by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(c), F.S., shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability, or the receipt of services through the homebound or hospitalized program in accordance with Rule 6A-6.03020, F.A.C., is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.

3. The IEP team, which must include the parent, may submit to the district school superintendent a written request for an extraordinary exemption at any time during the school year, but not later than 60 days before the current year's assessment administration for which the request is made. A request must include all of the following:

a. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.

b. Written documentation of the most recent evaluation data.

c. Written documentation, if available, of the most recent administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment.

d. A written description of the condition's effect on the student's participation in the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment.

e. Written evidence that the student has had the opportunity to learn the skills being tested.

f. Written evidence that the student has been provided appropriate instructional accommodations.

g. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP that are allowable in the administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment in prior assessments.

h. Written evidence of the circumstance or condition as defined in Rule 6A-1.0943(1), F.A.C.

i. The name, address, and phone number of the student's parent.

4. Based upon the documentation provided by the IEP team, the school district superintendent shall recommend to the commissioner whether an extraordinary exemption for a given assessment administration window should be granted or denied. A copy of the school district's procedural safeguards as required in Rule 6A-6.03311, F.A.C., shall be provided to the parent. If the parent disagrees with the IEP team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 30 days after the receipt of the request whether the exemption has been granted or denied. If the commissioner grants the exemption, the student's progress must be assessed in accordance with the goals established in the student's IEP. If the commissioner denies the exemption, the notification must state the reasons for the denial.

5. The parent of a student with a disability who disagrees with the commissioner's denial of an extraordinary exemption may request an expedited hearing. If the parent requests the expedited hearing, the FDOE shall inform the parent of any no-cost or low-cost legal services and other relevant services available in the area. The FDOE shall arrange a hearing with the Division of Administrative Hearings, which must be commenced within 20 school days after the parent's request for the expedited hearing. The administrative law judges at ~~the division~~ shall make a determination within 10 school days after the expedited hearing. The standard of review for the expedited hearing is de novo, and the ~~Department~~ has the burden of proof.

Exemption for a Child With Medical Complexity

In accordance with s. 1008.22, F.S., a child with a medical complexity may be exempt from participating in statewide, standardized assessments, including the Florida ~~Standards~~ Alternate Assessment (F~~S~~AA)—Performance Task and the F~~S~~AA—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 F~~S~~AA 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:

~~1.~~ The total number of students for whom a one-year exemption has been granted by the superintendent; and

~~2.~~ For each student receiving an exemption, the student's name, grade level, and the specific statewide, standardized assessments from which the student was exempted.

ii. One-, two-, or three-year or permanent exemption approved by the commissioner as described in s. 1008.22(11), F.S. In order for the commissioner to consider such an exemption, the following information must be submitted by the district superintendent to the commissioner no later than 30 calendar days before the first day of the administration window of the statewide, standardized assessment for which the request is made:

1. The student's name, grade level, and the statewide, standardized assessment for which the exemption request is made;

2. The name, address, and phone number of the student's parent;

3. Documentation of parental consent for the exemption;

4. Documentation of the superintendent's approval of the exemption;

5. 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

6. Medical documentation of the student's condition as determined by a physician licensed in accordance with Chapter 458 or 459, F.S.

iii. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 20 calendar days after the receipt of the request whether the exemption has been granted or denied.

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

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

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

   a. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials, the student requires modifications as defined in Rule 6A-1.09401, F.A.C.; and

   b. The student requires direct instruction in academic areas of English language arts, math, social studies, and science based on access points pursuant to Rule 6A-1.09401, F.A.C., in order to acquire, generalize, and transfer skills across settings.

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

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

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

Additional Information Required:

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

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

- (●) Yes
- ( ) No

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

• ~~Florida Kindergarten Readiness Screener (FLKRS)~~-Prekindergarten students who will be entering kindergarten the following year • End of Course Exams (EOC) for Access Courses • iReady • Unique placement tests • TeachTown ~~• Brigance CIBS II • Brigance IED III~~

Parental Consent Documentation

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

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

- (●) Yes
- ( ) No

Percentage of Students on Alternate Assessment

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

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

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

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

Reading

~~1.2~~

Mathematics

~~1.3~~

Science

1.2

Is the district over 1% in any area?

- (●) Yes
- ( ) No

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

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

The district is working with Staffing/Compliance Specialists to ensure that the IEP team utilizes the Assessment Planning Resource Guide for IEP teams when making determinations for eligibility for Access Points instruction. The district has put into place a system where evaluations are reviewed by district staff before eligibility meetings are held to ensure that students meet the criteria to be placed on Access Points.

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).

Upon reviewing the data from the past 3 years (2016-17, 2017-18, 2018-19), it is noted that Hernando County has been above the 1% cap. For ELA in 2016-17 Hernando County was at 1.2% and the State was at 1.4% and in 2017-18 Hernando was at 1.2% and the state was at 1.4%. When reviewing the FSAA participation rates at the state level for 2018-19 ELA the State was at 1.5% and Hernando County was lower at 1.2%, which was the lowest of the size alike districts in Florida. When reviewing math for 16-17 the state was at 1.4% and Hernando was at 1.0%. 2017-18 data showed the state was at 1.5% and Hernando lower at 1.2%. The 2018-19 data for math showed the state level participation ratio was 1.6% and Hernando County was lower at 1.3%, which was the lowest of all the other size alike districts in Florida. Science was not measured in 2016-17, but the data for 2017-18 shows the state was at 1.5% and Hernando was lower at 1.4%. In 2018-19 for Science, the state level participation ratio was 1.6% and Hernando County was lower at 1.2%, with only Alachua a size alike district coming in lower at 1.1% compared to all other size alike districts in Florida which reported higher percentages. In reviewing the 2017-18 data it has shown that there were other students that were not considered significant cognitive disabled that were taking Access Courses. An example of this situation is as follows; we had two students labeled learning disabled, thirteen students labeled language impaired, eight students labeled emotionally behavior disorders, and four students labeled visually impaired that were identified as enrolled in Access Courses. A process has been put into place to review all students in Access Courses to make sure that there are only the most significant cognitive disabled students enrolled in Access Courses. Another problem that arose when identifying students enrolled in Access Courses, is that there were students that were not identified as ESE students, but were enrolled in Access Courses and were designated to take FSAA evaluations. This was a red flag and assisted us in reviewing all data to make sure that all students are ESE students enrolled in Access Courses and designated to take FSAA evaluations. Hernando County has had an increase in the number of students moving into the county that were placed on Access and Alternate Curriculum prior to enrolling in Hernando County. The increase in residency and enrolled students in Hernando County is dues to affordable housing as compared to other districts in the state (i.e. Pasco, Hillsborough, Pinellas). We believe that intensive training and the interpretation of the definition of a Significant Cognitive Disability might be the reason we are also seeing an increase in students being placed on Access Points. Our IEP teams utilize the Assessment Planning Resource Guide for IEP teams to determine eligibility for Access Points but we believe they are making the determinations based on what they interpret as a Significant Cognitive Disability. Our district will put in place a plan in collaboration with Project Access and other discretionary projects to provide more in-depth trainings and supports to our IEP teams.

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.

176 students were scheduled to take FSAA ELA for the 19-20 school year. Of those students, 101 students (57.4%) were white, 17 (9.7%) were black and 13 (7.4%) were multiracial. There were 40 (22.7%) Hispanic, 5 (2.8%) Asian, 1 (.5%). There were no American Indian/Alaskan Native and Native Hawaiian/Pacific Island students scheduled to take the FSAA ELA for the 19-20 school year. 184 students were scheduled to take FSAA Math for the 19-20 school year. Of those students, 110(58.8%) were white, 17 (9.2%) were black, and 12(6.5%) were multiracial. There were 41 (22.3%) Hispanic, 4 (2.2%) Asian. There were no American Indian/Alaskan Native and Native Hawaiian/Pacific Island students scheduled to take the FSAA Math for the 19-20 school year. 68 students were scheduled to take FSAA Science for the 19-20 school year. Of those students, 42 (62.7%) were white, 5 (7.4%) were black and 5 (7.4%) was multiracial. There were 25 (36.8%) Hispanic students scheduled to take the FSAA in 19-20 school year. There were no Asian, American Indian/Alaskan Native or Native Hawaiian/Pacific Island students scheduled to take the FSAA Science for the 19-20 school year. The 2020 LEA profile reports our school district demographics to be 60% white, 10% black, 24% Hispanic, <1% Asian, <1% American Indian/Alaskan Native, <1% Native Hawaiian/Other Pacific Island, and 5% and 1 (1.5%) of two or more races. When comparing percentages of students taking FSAA by race with the demographics of our district, we did see a discrepancy between the numbers. In FSAA ELA 9.7% of the students were black as compared with 7.7% of our overall population. For students of two or more races, 7.4% were taking FSAA ELA as compared with 5.2% of our total population identifying as multiracial. Currently Hernando County Schools data shows that there is a disproportionality problem in the areas of Black, Hispanic, and Multi-Racial students on the FSAA being over-represented and whites being underrepresented. To address this this concern we formed a task force, consisting of Principals, Teachers, Staffing Specialists, Reading Coaches, Math Coaches, ESE Instructional Personnel, and ESE Administrators to discuss and develop a plan for ESE students on lowering the disproportionate subgroups in the area of ELA, Math and Science.

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities

Statutory and Regulatory Citations

34 CFR §§300.25 and 300.101
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rule 6A-6.03026, F.A.C.

Definition

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

Eligibility Criteria

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

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

Child Evaluation

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

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

Instructional Program

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

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

Transition from Early Steps Part C Services to Part B Services

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

The Early Steps Family Support Coordinator and ~~Exceptional Student Education (ESE) Administrator or designee~~ meet at least one (1) time each month to coordinate transition conferences and plan for smooth transitions. In addition, they are in contact via phone multiple times per month. The ~~ESE Administrator or designee~~ attends the transition conference. The ESE prekindergarten diagnostic team coordinates assessments with Early Steps Family Support Coordinator. Assessments received from Early Steps are used, if appropriate. Staff from both agencies work together to complete assessments. ~~Program/Staffing Specialists~~ at the child's zoned school receive information from the prekindergarten diagnostic team as soon as information is received from Early Steps so that if the child is found eligible for Part B services, they can schedule the Individual Education Plan (IEP) meeting before the child's third birthday to ensure the IEP is developed on or before the child's third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

    a. The ~~prekindergarten~~ program for children with disabilities supports young children by recognizing and respecting their unique abilities, strengths, and needs.

    b. Services for young children with disabilities and their families include a range of educational, developmental, and therapeutic activities that are provided in least restrictive or natural learning environments where children experience learning opportunities that promote and enhance behavioral and developmental competencies.

    c. For a child with disabilities age three through five years, special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the child. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.

    d. Programs and services for prekindergarten children with disabilities are based on practices that are developmentally appropriate for all young children. They acknowledge the importance of collaboration and partnerships with families and view the child in the context of the family and community. Understanding and knowledge of early childhood development serves as a foundation for these practices.

2. Curriculum

    a. Curriculum content, materials, and activities are consistent with the district's program philosophy.

        - For prekindergarten children with disabilities, during the year prior to kindergarten entry, the Florida Early Learning and Developmental Standards – ~~4 Years Old to Kindergarten~~ are used to guide the selection of curriculum (curricula) in concert with a knowledge and understanding of the impact of the disability on the growth and development of the child.

- The ~~Florida Early Learning and Developmental Standards: Birth to Kindergarten~~ help to create a shared framework and common language between early childhood education and early childhood special education by emphasizing the sequence of development across multiple developmental domains and the importance of the classroom environment to include how curricula, materials, and equipment are selected.
- For children birth to the age of eligibility for the ~~VPK~~ program, ~~Florida Early Learning and Developmental Standards: Birth to Kindergarten~~ may be used to guide the selection of curriculum, materials, and equipment.

b. Modifications, adaptations, and accommodations of curricula, materials, and activities selected may be needed to meet the unique needs of the child. Ongoing progress monitoring is conducted to ensure that the instruction or interventions provided are effective in attaining the desired outcomes.

3. Instructional support

a. Young children receive instructional support through specially designed instruction and related services as determined by the IEP process or early intervention services as determined through the IFSP process. These services are based on peer-reviewed, research-based practices to the extent practicable.

b. Teachers and related services personnel are trained in how to design and implement individualized programs to address the learning needs of children with disabilities.

c. Teachers and related services personnel are provided with administrative support to ensure reasonable class size and workload, adequate funds for materials, and professional development. Teachers provide instruction ~~in the domains of development, including cognitive development, motor development, language and communication, social emotional development, and adaptive behavior. Instruction~~ and related services may be offered in a continuum of placements and settings that may include regular, resource, or special class settings in public, community-based, or home-based settings.

d. School districts may provide related services to children and professional development for teachers and related services personnel in coordination with community agencies, including other early childhood partners such as Early Learning Coalitions and Head Start. Additionally, support for professional development and related services may, as appropriate, be provided in collaboration with discretionary projects funded by the Bureau of Exceptional Education and Student Services, the Florida School for the Deaf and the Blind, and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Department of Children and Families, and the Department of Health, Children's Medical Services.

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

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

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

Students with Disabilities Ages Birth through 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:

         ~~1.~~ Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;

2. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;

3. Notification information to the school district for the purpose of child find;

4. 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,

5. 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
- 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:

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

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

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,

- 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

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

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

Statutory and Regulatory Citations

Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03019 and 6A-6.030191, F.A.C.

Definition

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

Eligibility Criteria

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

1. The student demonstrates:

    a. The need for a special program

    b. A majority of characteristics of gifted students according to a standard scale or checklist

    c. Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence

2. The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C. as students with limited English proficiency or students from low socio-economic status families.

Additional Information:

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

Student Evaluation

1. The minimum evaluations for determining eligibility address the following:

    a. Need for a special instructional program

    b. Characteristics of the gifted

    c. Intellectual development

    d. May include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted

2. Evaluations and qualified evaluators for students who are gifted are listed in Part I of this document.

Temporary Break in Service

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

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

    a. Each student identified as being eligible for gifted services is entitled to receive a free appropriate public education which will enable the student to progress in the general curriculum to the maximum extent appropriate.

    b. Specially designed instruction, appropriate related services, and programs for students who are gifted shall provide significant adaptations in one or more of the following: curriculum, methodology, materials, equipment, or environment designed to meet the individual and unique needs and goals of each student who is gifted.

    c. A range of service delivery options is available to meet the student's special needs. Teachers are trained to provide the unique services identified for each student and are provided with administrative support to ensure reasonable class size, adequate funds for materials and inservice training.

2. Curriculum

    a. Curriculum options include an effective and differentiated curriculum designed for the abilities of the student who is gifted to ensure that each individual student progresses in the curriculum.

    b. The curriculum may include, but is not limited to, opportunities for problem solving, problem-based learning, application of knowledge and skills, and other effective instructional strategies.

    c. The teachers of the students who are gifted are trained to provide a curriculum based on the educational characteristics and needs of the learner who is gifted.

    d. Curriculum for each student will be determined by the EP and will focus on the performance levels for the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for students who are gifted.

    e. The curriculum for the student who is gifted will assume access to the general curriculum (State standards) with emphasis on what the EP team determines will offer opportunities for growth for the learner who is gifted based on the student's strengths and present level of performance.

3. Instructional support

    a. Students identified as eligible for gifted services receive instructional support through the specially designed instruction and related services as determined through the development of the EP.

    b. Teachers of the students who are gifted provide instruction and support to further develop the student's demonstrated ability.

    c. Teachers are provided with administrative support to develop an individualized program to meet the goals for each student as determined by the EP.

    d. Students who are gifted may indicate a need for special counseling ~~and guidance~~ in understanding their special characteristics.

    e. Support services are provided in coordination with local school district student services and community agencies, the Florida Diagnostic and Learning Resources System associate centers, special projects funded by the Bureau of Exceptional Education and Student Services, and other agencies of state and local government.

    f. No student may be given special instruction for students who are gifted until after he or she has been properly evaluated and found eligible for gifted services.

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

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

Section B: Educational Plans for Students who are Gifted

Statutory and Regulatory Citation

Sections 1001.02, 1003.01, and 1003.57, F.S.
Rule 6A-6.030191, F.A.C.

Procedures

1. The district is responsible for developing Educational Plans (EPs) for students who are identified solely as gifted.
   Note: Individual Educational Plans (IEPs) rather than EPs are developed for those students who are gifted and are also identified as having a disability.

   a. The EP includes:

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

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

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

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

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

   d. EP participants include:

   - The parents, whose role includes providing information on the student's strengths, expressing concerns for enhancing the education of their child, participating in discussions about the child's need for specially designed instruction, participating in deciding how the child will be involved and participate in the general curriculum, and participating in the determination of what services the district will provide to the child and in what setting
   - At least one teacher of the gifted program

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

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

   a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend

   b. Scheduling the meeting at a mutually agreed on time and place

      i. A written notice to the parent indicates the purpose, time, location of the meeting, and who, by title or position, will be in attendance. It also includes a statement informing the parents that they have the right to invite an individual with special knowledge or expertise about their child. If neither parent can attend, the district uses other methods to ensure parent participation, including individual or conference telephone calls.

      ii. A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parents. In this case, the district maintains a record of its attempts to arrange a mutually agreed on time and place. These records include such items as:

         - ~~Detailed records of~~ telephone calls made or attempted and the results of those calls
         - Copies of correspondence sent to the parents and any responses received
         - ~~Detailed records of~~ visits made to the parent's home or place of employment and the results of those visits

      iii. The district takes whatever action is necessary to ensure that the parent understands the proceedings at the meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English. A copy of the EP shall be provided to the parent at no cost.

3. Implementation of the EP

   a. An EP is in effect before specially designed instruction is provided to an eligible student and is implemented as soon as possible following the EP meeting.

   b. The EP is accessible to each of the student's teachers who are responsible for the implementation, and each teacher of the student is informed of specific responsibilities related to the implementation of the EP.

One of the following must be selected:

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

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

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

Statutory and Regulatory Citations

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

Definition

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

Procedures

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

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

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

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

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

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

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

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

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

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

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

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

a. For children and students aged three through 21, an amount that is the same proportion of the school district's total subgrant under Section 611(f) of IDEA as the number of private school students with disabilities aged three through 21 who are enrolled by their parents in private, including religious, elementary, and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through twenty-one (21).

b. For children aged three through five years, an amount that is the same proportion of the school district's total subgrant under Section 619(a) of IDEA as the number of parentally-placed private school students with disabilities aged three through five who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged three through five.

c. Children aged three through five years are considered to be parentally-placed private school students with disabilities enrolled by their parents in private, including religious, elementary schools, if they are enrolled in a private school that meets the definition of elementary school under Florida law.

d. If the school district has not expended for equitable services all of the funds described in paragraphs a) and b) above by the end of the fiscal year for which Congress appropriated the funds, the school district will obligate the remaining funds for special education and related services (including direct services) to parentally-placed private school students with disabilities during a carry-over period of one additional year.

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

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

8. Supplement, not supplant
State and local funds may supplement ~~and~~ in no case supplant the proportionate amount of federal funds required to be expended for parentally-placed private school students with disabilities.

9. Consultation with private school representatives

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

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

b. The determination of the proportionate share of federal funds available to serve parentally-placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated

c. The consultation process among the school district, private school officials, and representatives of parents of parentally-placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed students with disabilities identified through the child find process can meaningfully participate in special education and related services

d. Provision of special education and related services; how, where, and by whom special education and related services will be provided for parentally-placed private school students with disabilities, including a discussion of:

- The types of services, including direct services and alternate service delivery mechanisms
- How special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school students
- How and when those decisions will be made

e. How, if the school district disagrees with the views of private school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district will provide to such private school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract

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

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

12. Equitable services determined

a. No parentally-placed private school student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school.

b. Decisions about the services that will be provided to parentally-placed private school students with disabilities will be made in accordance with the information in this section.

c. The school district will make the final decisions with respect to the services to be provided to eligible parentally-placed private school students with disabilities.

13. Services plan for each student served

a. If a student with a disability is enrolled in a religious or other private school by the student's parents and will receive special education or related services from the school district, the school district will initiate and conduct meetings to develop, review, and revise a services plan for the student and ensure that a representative of the religious or other private school attends

each meeting. If the representative cannot attend, the school district will use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.

b. Each parentally-placed private school student with a disability who has been designated by the school district to receive services will have a services plan that describes the specific direct special education services that the school district will provide to the student ~~in light of the services that the school district has determined~~ it will make available to parentally-placed private school students with disabilities.

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

14. Equitable services provided

a. The provision of equitable services will be by employees of the school district or through contract by the school district with an individual, association, agency, organization, or other entity.

b. The services provided to parentally-placed private school students with disabilities will be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who are providing equitable services to parentally-placed private school students with disabilities ~~do not have to~~ meet the highly qualified special education teacher requirements under Florida law.

c. Parentally-placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.

d. Special education and related services provided to parentally-placed private school students with disabilities, including materials and equipment, will be secular, neutral, and non-ideological.

15. Location of services and transportation

a. Equitable services to parentally-placed private school students with disabilities may be, but are not required to be, provided on the premises of private, ~~including religious,~~ schools.

b. If necessary for the student to benefit from or participate in the services, a parentally-placed private school student with a disability will be provided transportation from the student's school or the student's home to a site other than the private school and from the service site to the private school, or to the student's home, depending on the timing of the services.

c. The school district is not required to provide transportation from the student's home to the private school.

d. The cost of any transportation provided under this section may be included in calculating whether the school district has expended its proportionate share.

16. Due process hearings and procedural safeguards

a. Except as provided herein, the procedures related to procedural safeguards, mediation, and due process hearings do not apply to complaints that the school district has failed to meet the requirements in this section, including the provision of services indicated on the student's services plan. However, such procedures ~~do apply~~ to complaints that the school district has failed to meet the requirements related to child find, including the requirements related to conducting appropriate evaluations of students with disabilities.

b. Any request for a due process hearing regarding the child find requirements will be filed with the school district in which the private school is located ~~and~~ a copy ~~will be~~ forwarded to FDOE.

17. State complaints

a. Any complaint that the school district has failed to meet the requirements related to the provision of equitable services, services plans, expenditures, consultation with private school representatives, personnel, or equipment and supplies will be filed in accordance with the state complaint procedures described in rules 6A-6.03011 through 6A-6.0361, F.A.C.

b. A complaint filed by a private school official under this section will be filed with FDOE in accordance with its state complaint procedures as prescribed in Rule 6A-6.03311, F.A.C.

18. Requirement that funds not benefit a private school

    a. The school district will not use funds provided under IDEA to finance the existing level of instruction in a private school or to otherwise benefit the private school.

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

19. Use of personnel

    a. The school district may use funds available under IDEA to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally-placed private school students with disabilities if those services are not normally provided by the private school.

    b. The school district may use funds available under IDEA to pay for the services of an employee of a private school to provide equitable services if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.

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

21. Property, equipment, and supplies

    a. The school district will control and administer the funds used to provide special education and related services and hold title to and administer materials, equipment, and property purchased with those funds for the uses and purposes provided in this section.

    b. The school district may place equipment and supplies in a private school for the period of time needed for the provision of equitable services.

    c. The school district will ensure that the equipment and supplies placed in a private school are used only for IDEA purposes and can be removed from the private school without remodeling the private school facility.

    d. The school district will remove equipment and supplies from a private school if the equipment and supplies are no longer needed for IDEA purposes or removal is necessary to avoid unauthorized use of the equipment and supplies for other than IDEA purposes.

    e. No ~~funds under~~ IDEA will be used for repairs, minor remodeling, or construction of private school facilities.

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

Statutory and Regulatory Citations

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

Definition

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

Eligibility Criteria

1. The parent of a student with a disability may request and receive from the state a McKay Scholarship for the student to enroll in and attend a private school if:

    a. The student has received specialized instructional services under the Voluntary Prekindergarten Education Program during the previous school year and the student has a current IEP developed by the local school board in accordance with rules of the State Board of Education for the John M. McKay Scholarships for Students with Disabilities Program or a 504 accommodation plan has been issued

    b. The student has spent the prior school year in attendance at a Florida public school or the Florida School for the Deaf and the Blind (FSDB). Prior school year in attendance means that the student was enrolled and reported by one of the following:

        - A school district for funding during the preceding October and February Florida Education Finance Program (FEFP) surveys in kindergarten through Grade 12, which shall include time spent in a Department of Juvenile Justice (DJJ) commitment program if funded under the FEFP
        - The FSDB during the preceding October and February student membership surveys in kindergarten through Grade 12
        - A school district for funding during the preceding October and February FEFP surveys, was at least four years old when so enrolled and reported, and was eligible for services under s. 1003.21, F.S.

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

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

    c. The parent has obtained acceptance for admission of the student to a private school that is eligible for the program and has requested a scholarship from the department at least 60 days prior to the date of the first scholarship payment. The request must be through a communication directly to the FDOE in a manner that creates a written or electronic record of the request and the date of receipt of the request. FDOE must notify the district of the parent's intent upon receipt of the parent's request.

2. A student is not eligible for a John M. McKay Scholarship while:

    a. Enrolled in a school operating for the purpose of providing educational services to youth in DJJ commitment programs;

    b. Receiving an educational scholarship in accordance with Chapter 1002, F.S.;

    c. Participating in a home education program as defined in s. 1002.01, F.S.;

    d. Participating in a virtual school, correspondence school, or distance learning program that receives state funding pursuant to the student's participation, unless the participation is limited to no more than two courses per school year;

e. Participating in a private tutoring program in accordance with s. 1002.43, F.S.;

f. Enrolled in the FSDB; or

g. Not having regular and direct contact with his or her private school teachers at the school's physical location, unless that student is participating under the Transition to Work Program within the private school.

Procedures

1. The amount of the scholarship is calculated based on the student's matrix of services document or the amount of the private school's tuition and fees, whichever is less.

2. For purposes of continuity of educational choice, a John M. McKay Scholarship shall remain in force until the student returns to a public school, graduates from high school, or reaches the age of 22, whichever occurs first.

3. A scholarship student who enrolls in a public school or public school program is considered to have returned to a public school for the purpose of determining the end of the scholarship's term. However, if a student enters a DJJ detention center for a period of no more than 21 days, the student is not considered to have returned to a public school for that purpose.

4. Upon reasonable notice to the FDOE and the school district, the student's parent may remove the student from the private school and place the student in a public school.

5. Upon reasonable notice to the FDOE, the student's parent may move the student from one participating private school to another participating private school.

School District Obligations

1. Notifying parents of students with disabilities about the scholarship program by April 1 of each year and within 10 days after an IEP team meeting or a 504 accommodation plan is issued.

2. Informing parents of the availability of the Information Hotline and School Choice website.

3. Offering parents an opportunity to enroll their student in another public school within their district.

4. Keeping all district contact information up-to-date with the FDOE, which can be done through the http://www.floridaschoolchoice.org website when logged in as a district administrator.

5. Submitting an annual Parental Notification Verification Form to the FDOE in the spring of each school year.

6. Notifying parents, within 10 days of filing intent, if a matrix has not been completed, and informing parents that the required matrix completion date is 30 days after a filed intent.

7. For a student with a disability who does not have a matrix of services, completing a matrix of services within 30 days of the parent's filed intent date that assigns the student to one of the three levels of service.
Note: Changes in a matrix of services document may be made only for a technical, typographical, or calculation error.

8. Providing locations and times, if requested, for any McKay Scholarship student attending a private school within the district to take statewide assessment exams.

9. Providing reevaluation notifications to parents of scholarship students at least once every three years.

10. Confirming that scholarship students have not enrolled in public school by completing the District Enrollment Verification files quarterly prior to scholarship.

11. Reporting students who receive McKay Scholarship funding as **3518**, which designates them as McKay private school students on the full-time equivalent (FTE) survey.

12. Notifying the FDOE if a student enrolls in public school, is registered as a home education student, or is committed to a DJJ commitment program for more than 21 days.

13. Providing transportation to the public school if the parent's choice is consistent with the district's school choice plan.

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

Section C: ~~Gardiner Scholarship Program~~

~~Statutory and Regulatory Citation~~

~~Chapter 1005, Part III, F.S~~
~~Sections 393.063, 393.069, 456.001, 1002.01, 1002.21, 1002.385, 1002.395, 1002.66 and 1005.02, F.S.~~

~~Definition~~

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

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

- Is or will be three or four years on or before September 1 of the year in which the student applies for program participation, or is eligible to enroll in kindergarten through Grade 12 in a public school in the state;
- Is the subject of an IEP written in accordance with rules of the State Board of Education or has received a diagnosis of a disability as defined below from a physician who is licensed under Chapter 458 or Chapter 459 or a psychologist who is licensed in this state.
- Has a disability as defined above.

- "Eligible nonprofit scholarship-funding organization" as defined in 1002.395, F.S.
- "Eligible postsecondary institution" means any of the following:
  - Florida College System institution;
  - State university;
  - School district technical center;
  - School district adult general education center; or
  - An accredited nonpublic postsecondary educational institution, as defined in s. 1005.02, F.S., that is licensed to operate in the state pursuant to requirements specified in Part III of Chapter 1005, F.S.
- "Eligible private school" means a private school, pursuant to s. 1002.01, F.S. that is located in Florida and offers an education to students in any grade from kindergarten to Grade 12.
- "IEP" means an individual education plan.
- "Inactive" means that no eligible expenditures have been made from an account funded by the Gardiner Scholarship.
- "Parent" means a resident of this state who is a parent, as defined in s. 1002.21, F.S.
- "Program" means the Gardiner Scholarship Program.

School District's Obligations and Parental Options

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

Part V. Appendices

Appendix A: General Policies and Procedures

One of the following must be selected:

Procedural Safeguards for Students with Disabilities:

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

One of the following must be selected:

Procedural Safeguards for Students Who Are Gifted:

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

Appendix B: Unique Philosophical, Curricular, or Instructional Considerations

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

II.B.1 Autism Spectrum Disorder

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

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

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

II.B.3 Developmentally Delayed

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

II.B.4 Dual-Sensory Impaired

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

II.B.5 Emotional or Behavioral Disabilities

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

II.B.6 Established Conditions

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

II.B.7 Homebound or Hospitalized

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

II.B.8 Intellectual Disabilities

- ☐ Evaluations

- ☐ Qualified Evaluators
- ☑ Unique Philosophical, Curricular or Instructional Considerations

II.B.9 Orthopedic Impairment

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

II.B.10 Other Health Impairment

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

II.B.11 Traumatic Brain Injury

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

II.B.12 Specific Learning Disabilities

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

II.B.13 Speech Impairments

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

II.B.14 Language Impairments

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

II.B.15 Visually Impaired

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

II.B.16 Related Services – Occupational Therapy

- ☐ Evaluations
- ☐ Qualified Evaluators

- ☐ Unique Philosophical, Curricular or Instructional Considerations

II.B.17 Related Services – Physical Therapy

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

II.C. Individual Educational Plans (IEPs)

II.F. Prekindergarten Children with Disabilities

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

III.A. Gifted

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

Appendix B

Unique Philosophical, Curricular, or Instructional Considerations

11.B.3 **Developmental Delays**
Qualified Evaluators

For students suspected of having developmental delays or who may qualify as prekindergarten children with disabilities, ~~speech/language pathologists, teachers, and educational diagnosticians will be able to complete all evaluations except for intelligence and cognitive ability which require a psychologist/school psychologist to complete by state law.~~

Appendix B

Unique Philosophical, Curricular, or Instructional Considerations

11.F **Prekindergarten Children with Disabilities**

Qualified Evaluators

For students suspected of having developmental delays or who may qualify as prekindergarten children with disabilities, the district is responsible for conducting all initial evaluations necessary to determine if the student is eligible for ESE and to determine the educational needs of the student. Evaluations must be conducted by examiners, including physicians, school psychologists, psychologists, speech-language pathologists, teachers, audiologists, educational diagnosticians and social workers who are qualifies in the professional's field as evidenced by a valid license or certificate to practice such a profession in Florida.

Appendix B

Additional information for Programs for Students Identified as Gifted

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
        - Parents and school staff ~~can~~ refer a student at any time for a screening. ~~In addition,~~ students in first grade will be administered a universal screening. Referral for further evaluation of the student will be determined based on the screening results.

2. Student Evaluation Procedures
    - A description of the evaluation procedures and measurement instruments that will be used
        - The school psychologist at the student's school will receive the referral. The psychologist will match the evaluation instrument(s) to the needs of the student. Some of the evaluation instruments to be used are:
            - Wechsler Non-Verbal Intelligence Test
            - Universal Non-Verbal Intelligence Test
            - Comprehensive Test of Non-Verbal Intelligence
            - Special Non-Verbal Composite Differentiated Abilities Scale 2
            - Reynolds Intelligence Assessment Scale
        - Teacher input from *Hernando County's Gifted Characteristics Checklist* and *Documentation of Need for Special Program* (see attached)

3. Eligibility Criteria
    - The student must have an intellectual quotient of 118 or higher as measured on an individual intellectual assessment, and
    - 33 gifted characteristics (which is two-thirds) rated as either "Almost Always" or "Frequently" on *Hernando County's Gifted Characteristics Checklist*, and
    - At least one (1) statement checked on the Documentation of Need for Special Program
    - A copy of *Plan B Matrix*

    Hernando County's Gifted Characteristics Checklist is divided into the ~~five (5)~~ areas identified by The Department of Education: Academic Performance, Motivational characteristics, Creativity Characteristics, Leadership Characteristics~~, and Adaptability~~.

4. Instructional Program Modifications and/or Adaptations
    - ~~A description of the instructional program modifications and/or adaptations that will be implemented to ensure successful and continued participation of students from underrepresented groups in the existing instructional program for gifted students.~~
        - ~~Diagnostic educational tools will be used to determine student needs. Based upon the results, instruction will be adjusted for each student to increase his/her ability in each subject area. Educational activities and assessments will be matched to the student's needs. Academic supports and strategies will be implemented to ensure student success.~~

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 gifted students will be analyzed yearly by the Director of Exceptional Student Education and the administration of the Gifted Programs in Hernando County Schools.
    -
        - Data will be collected from screenings, evaluations, and eligibilities of underrepresented students. This data will be analyzed yearly to determine if the current plan is effective and the percentage is increasing. If the percentages does not increase significantly, modifications will be made to the plan.

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

~~22480~~

Total Number of Gifted Students

~~675~~

Percent of All Gifted Students

~~3.0%~~

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

Number of LEP Students

~~1297~~

Number of LEP Gifted Students

~~5~~

Percent of LEP Gifted Students

~~.39%~~

Percentage of LEP Gifted Compared to Total Number of Gifted Students

~~0.74%~~

*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

~~14,373~~

Number of Low SES Gifted Students

~~272~~

Percent of Low SES Gifted Students

~~1.9%~~

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

~~40.3%~~

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

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

District Goal

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

The number of under-represented students in programs for Gifted from low socio-economic status (SES) or English Speakers of Other Languages (ESOL) will increase from ~~1.9~~% to 3.0%. Of our ~~675~~ identified Gifted students, ~~272~~ are SES; thus, ~~40.3~~% of the Gifted population is SES.

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~~

Appendix C

Additional information for Programs for Students Identified as Gifted

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
        - Parents and school staff may refer a student at any time for a gifted screening by contacting teachers, counselors, administrators, or the Hernando County ESE District Office. The gifted screener is ~~provided~~ by the school ~~guidance~~ counselor. Additionally, students in first grade will be administered a universal screening (such as the Naglieri Non Verbal Ability Test) conducted online during the second semester of each school year and monitored by school ~~guidance~~ counselors or the assessment coordinator. Referral for further evaluation of the student will be determined based on the screening results.

2. Student Evaluation Procedures
    - A description of the evaluation procedures and measurement instruments that will be used
        - The school psychologist at the student's school will receive the referral. The psychologist will match the evaluation instrument(s) to the needs of the student. Some of the evaluation instruments to be used are:
            - Wechsler Non-Verbal Intelligence Test
            - Universal Non-Verbal Intelligence Test
            - Comprehensive Test of Non-Verbal Intelligence
            - Special Non-Verbal Composite Differentiated Abilities Scale 2
            - Reynolds Intelligence Assessment Scale
        - Teacher input from *Hernando County's Gifted Characteristics Checklist* and *Documentation of Need for Special Program* (see attached)

3. Eligibility Criteria
    - The student must have an intellectual quotient of 118 or higher as measured on an individual intellectual assessment, and
    - 33 gifted characteristics (which is two-thirds) rated as either "Almost Always" or "Frequently" on *Hernando County's Gifted Characteristics Checklist*, and
    - At least one (1) statement checked on the Documentation of Need for Special Program
    - A copy of *Plan B Matrix*

    Hernando County's Gifted Characteristics Checklist is divided into the ~~five (5)~~ areas identified by The Department of Education: Academic Performance, Motivational characteristics, Creativity Characteristics, Leadership Characteristics, and Adaptability.

4. Instructional Program Modifications and/or Adaptations
    - ~~A description of the instructional program modifications and/or adaptations that will be implemented to ensure successful and continued participation of students from underrepresented groups in the existing instructional program for gifted students.~~

- ~~Diagnostic educational tools will be used to determine student needs. Based upon the results, instruction will be adjusted for each student to increase his/her ability in each subject area. Educational activities and assessments will be matched to the student's needs. Academic supports and strategies will be implemented to ensure student success.~~
  - ~~Examples of diagnostic education tools is as follows:~~
    ~~iReady~~
    ~~ALEKS~~
    ~~Achieve 3000~~
    ~~IXL~~
    ~~William and Mary Curriculum~~
    ~~Jacobs Ladder~~
    ~~Scholastic News~~
    ~~Words Their Way~~
    ~~Vocabulary Workshop~~
    ~~Academic evaluations such as the The *Woodcock-Johnson*® IV Tests of Cognitive Abilities~~

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 gifted students will be analyzed yearly by the Director of Exceptional Student Education and the administration of the Gifted Programs in Hernando County Schools.
   -
     - Data will be collected from screenings, evaluations, and eligibilities of underrepresented students. This data will be analyzed yearly to determine if the current plan is effective and the percentage is increasing. If the percentages does not increase significantly, modifications will be made to the plan.

SCHOOL BOARD OF HERNANDO COUNTY, FL

Gifted Eligibility Matrix, Plan B

Date: _____

Student Name: _____ Student #: _____

Grade: _____ DOB: _____ School: _____

Environmental Indicators: (check one)

____Low SES ____ELL Classification: _____ Home Language: _____

Gifted Characteristic Checklist and Documentation of Need for a Special Program Completed by:

_____

Documentation of Need for a Special Program Score: _____ out of 4 (must have at least 1 to move on)

Matrix Scoring System

Intellectual Abilities Evaluation Instrument: _____ Score: _____	**4** 125+	**3** 122-124	**2** 120-121	**1** 118-119	Score
Gifted Characteristics Add "Almost Always" and/or "Frequently" ~~Academic~~ Performance: _____ Motivational Characteristics: _____ Creativity Characteristics: _____ Leadership Characteristics: _____ Total Characteristics: _____	46-50	41-45	37-40	33-36	Score
Academic Achievement Instrument used: _____ Date: _____	95+ %ile ~~FSA~~ Level 5 (2 consecutive years)	90-94 %ile ~~FSA~~ Level 5	85-89 %ile ~~FSA~~ Level 4	80-84 %ile ~~FSA~~ Level 3	Score
Reading Percentile: _____ or Reading FSA Level: _____					
Math Percentile: _____ or Math FSA Level: _____					
Classroom Achievement Indicate report card average over 4 consecutive quarters	95%-100%+	90%-94%	85%-89%	80%-84%	Score
English/Language Arts					
Mathematics					
					Total Score:

Note: If the student scores a 130 or higher on the evaluation instrument for intellectual abilities, the student meets the IQ requirement and the eligibility process should proceed according to Plan A guidelines. <u>There is no need to continue with the Plan B Eligibility Matrix.</u>

A student must score at least 1 in each of the Intellectual Abilities, the Gifted Characteristics and the Environmental Indicators sections as well as have at least 1 Documentation of Need for a Special Program. Eligibility requires a total score of 8 or higher.

The student meets initial eligibility requirements as per Hernando County's Plan B Criteria? _____ YES _____ NO

LEA Signature: _____

SCHOOL BOARD OF HERNANDO COUNTY

Gifted Characteristics Checklist and Documentation of Need for a Special Program

Student Name:_____

Date:_____

School:_____

Home Language:_____

Grade Level:_____

Person(s) completing this checklist:

Name:_____ Title:_____

Name:_____ Title:_____

~~Gifted Characteristics Checklist and Documentation of Need for a Special Program~~

*The following characteristics may be observed in English or in the student's heritage language	The student exhibits this behavior: Almost Always (AA)	Frequently (F)	Seldom (S)	Never (N)
LEARNING				
1. Has unusually advanced vocabulary for age or peer group and/or conversation reveals richness of expression, imagery, elaboration, and fluency in language. (May be a blend of standard English and ethnic dialect, or other language)				
2. Possesses and shares a large storehouse of information, some beyond the interest of peer group				
3. Displays specialized knowledge based on life experiences. (Examples: knowledge of shopping responsibilities, ability to make change, safety, neighborhood environment and daily happenings)				
4. An elaborate thinker, able to produce embellishments to an idea, situation, or problem and/or asks many questions to determine why or how things happen, what will happen next, or how things work				
5. An original thinker, able to see relationships among seemingly unrelated objectives, ideas or facts				
6. Catches on quickly; retains and uses new ideas and information; may resist drill and repetition				
7. Has a facility for learning standard English				
8. Is a keen and alert observer and/or listener (e.g., usually "sees more" or "gets more" out of a story or film than others and/or reads a lot in interest areas and/or accelerated "cognitive" development relative to sociocultural and age peers)				
9. Likes to use big words (sometimes incorrectly) and/or may invent new words				
10. Always has an answer, even if incorrect				
MOTIVATION	**AA**	**F**	**S**	**N**
1. Evidences power of concentration, becomes absorbed in topics or tasks of interest promptly and consistently				
2. Prefers to work independently with minimal direction from teachers				
3. Is concerned with right and wrong, good and bad, fair and unfair				
4. Takes advantage of opportunities to learn; enjoys challenge and tasks which are not routine				
5. Is self-critical and strives for perfection; may be critical of others				
6. Is persistent in task completion; may be unwilling to change tasks or moves from task to task without regard for completion				
7. Likes reasonable structure and order; may be frustrated by lack of organization or progress				
8. Is motivated by art, music, sports, participates enthusiastically				
9. Exhibits intrinsic motivation to learn topics of interest; self-motivated				
10. Not easily distracted when solving problems				
LEADERSHIP	**AA**	**F**	**S**	**N**
1. Accepts or volunteers for responsibilities; follows through with tasks and usually does them well				
2. Is self-confident with adults and classmates; is usually well-liked and chosen as a leader				
3. Tends to dominate others and generally organizes and directs activities when involved in a group				
4. Seems to enjoy being with other people; sociable; empathetic; charismatic				
5. Is a leader, role model, trend setter in or out of school				
6. Has a strong sense of self, pride, and worth; has a strong self-concept				
7. Likes to be in charge/assertive/helps the teacher with the class responsibilities				
8. Explains things to other students/helps them finish assignments. (May neglect own work because helping others)				
9. Has a good reasoning ability				
10. Has a keen awareness of the group process and may have the ability to manipulate others				

	CREATIVITY	AA	F	S	N
1.	Displays intellectual playfulness; imagines, elaborates, or modifies basic ideas to add interest or fun				
2.	Is a high risk taker; adventurous and willing to deviate from standard procedures, answers, or behaviors; does not fear being different				
3.	Displays a keen sense of humor reflective of own cultural background; sees the unusual or unexpected in everyday occurrences				
4.	Displays a curiosity about many things; has many hobbies or one intense interest				
5.	Generates a large number of ideas or solutions to problems and questions				
6.	Becomes deeply involved in stories or films, identifies personally with characters and plots; may create own stories and plays				
7.	Is creative in finding ways to communicate and express ideas; (e.g., drawing, pantomime, body language, use of concrete objects, or other alternate means may replace limited facility with oral language)				
8.	Demonstrates exceptional ability in some area of the arts or athletics. (Examples: dancing, drawing/painting, singing, playing an instrument, drama, gymnastics, crafts, etc.)				
9.	Is a fluent thinker, fluent in idea development, able to generate a large quantity of possibilities, consequences, or related ideas				
10.	Improvises with commonplace materials; creates original and unusual products; invents things				
	ADAPTABILITY	**AA**	**F**	**S**	**N**
1.	Learns through experience and is flexible and resourceful in solving day-to-day problems				
2.	Deals effectively with deprivations, problems, frustrations or obstacles experienced in the classroom or home				
3.	Copes well with frustration: may draw negative attention because unable to sit still, or no attention because so quiet				
4.	Uses limited resources and materials to make products to share in school				
5.	Displays maturity of judgment and decision-making beyond own age level				
6.	Can transfer learning from one situation to another; applies what is learned to everyday situations				
7.	Consistent ability to accept responsibilities beyond academics in the home or classroom				
8.	Ability to cope with a variety of cultural settings , utilizing knowledge from a variety of traditions; integrating conflicting and discrepant cultural information				
9.	Adapts readily to new situations; is flexible in thought and actions and is not disturbed when normal routine is changed				
10.	Attempts difficult tasks; does not give up easily				

Total Points in AA: _____
Total Points in F: _____
Total points earned out of 50: _____

___ Plan A (Majority of Characteristics) ___ Plan B (2/3 of the Characteristics)

DOCUMENTATION OF NEED FOR SPECIAL PROGRAM
Specify those needs listed below which might be more appropriately met by placement in a gifted class.

Check all that apply to the student:

___ ability above general education curriculum (attach classroom, district and/or state data)
___ social maturity above classmates
___ interest far advanced for general education curriculum
___ needs the stimulation of advanced program
___ NONE of the above apply

Teacher Signature: _____

I understand that this form is part of the Gifted Eligibility Evaluation. I certify that I have completed this form to the best of my ability, fully knowing the student in question.

10/4/2018

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:

N/A

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.

Appendix D-1

Book	Policy Manual
Section	5000 Students
Title	CORPORAL PUNISHMENT AND USE OF REASONABLE FORCE AND RESTRAINT
Code	po5630
Status	Active
Adopted	June 13, 2017

5630 - **CORPORAL PUNISHMENT AND USE OF REASONABLE FORCE AND RESTRAINT**

A teacher or other member of the staff shall assume such authority for the control of students who are assigned to him/her by the principal or designee and shall keep good order in the classroom.

Corporal Punishment

The use of corporal punishment is prohibited. Alternative disciplinary procedures, which may include timeout, peer review, or other forms of positive reinforcement should be used to bring about appropriate student classroom behavior.

Reasonable Force and Restraint

Instructional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

Furthermore, administrators, instructional staff members, and support staff members shall not be criminally or civilly liable for any action carried out in conformity with State Board rule and/or Board policies regarding the control, discipline, suspension, and expulsion of students, including, but not limited to, any exercise of authority granted by this policy.

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Legal	F.S. 1003.02
	F.S. 1003.32
	F.S. 1006.09
	F.S. 1006.11

Last Modified by Tammy R Shroyer on August 11, 2017

Appendix D-2

Book	Policy Manual
Section	5000 Students
Title	SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES
Code	po5630.01
Status	Active
Adopted	June 13, 2017

5630.01 - **SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES**

~~It is the policy of the School Board to prohibit the use of seclusion under all circumstances and limit the use of restraint in the education and discipline of students with disabilities to circumstances in which the strategy can be used safely in a manner that is in the best interests of the student with a disability and as defined in this policy.~~

~~Use of Seclusion~~

~~For purposes of this policy, the use of seclusion is prohibited in the District under all circumstances.~~

Use of Physical Restraints

~~For purposes of this policy,~~ restraint is an emergency intervention sometimes used in schools when students are exhibiting disruptive or dangerous behavior. Restraint is not an instructional tool for the development of pro-social behavior. Rather, it is one method to prevent students ~~as a last result~~ from harming themselves or others. ~~It should only be used in emergency situations when an imminent risk of serious injury or death to the student or others exists.~~

~~Physical restraint immobilizes or reduces the ability of a student to move his/her torso, arms, legs, or head freely. The term *physical restraint* does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location.~~

A student with a disability shall not be subjected to physical restraint except as specifically authorized in this policy. Restraint of any kind shall not be used in any instance in which the sole justification is to punish the student for a violation of a directive from a staff member, violation of student conduct rule, the student's use of vulgar or profane language, a verbal threat, or a display of disrespect for another person. A verbal threat shall not be considered as sufficient justification for the use of physical or mechanical restraint unless a student with a disability has immediate access to the means of acting on the threat.

~~School personnel may not use a manual physical restraint that restricts the breathing of a student with a disability. A restraint shall not be implemented with the intention of using physical pain to achieve control of the behavior or punish misconduct of a student with a disability, and a restraint of any kind shall never be applied in a manner that restricts a the blood flow or respiration of a student with a disability. Failure of a student with a disability to complain or object to a restraint or the successful use of a restraint with another student with a disability shall not justify the use of a restraint.~~

Physical restraint shall not be used if there is a medical contraindication to its use identified for the student with a disability, and shall only be applied and supervised by a staff member who has been trained in the safe application and supervision of the specific means of restraint applied. ~~Application of physical restraint to a student with a disability shall take into consideration the IEP and any BIP established for the student.~~

Physical restraint may be used on a student with a disability if an emergency requires the use of the restraint. As used here, ~~"~~emergency~~"~~ means circumstances in which ~~a staff member~~ reasonably believes that application of a restraint on the student with a disability is necessary in response to a physical risk of harm to the student with a disability or others.

A student with a disability shall be released from physical restraint immediately upon a determination by the supervising staff member administering or overseeing the use of restraint that the circumstances permitting the use of restraint in this policy no longer exist.

In determining whether a student with a disability who is being physically restrained should be moved from the area where the need was first noted or the restraint was first applied, the supervising staff member shall consider the potential for injury to the student with a disability, the educational and emotional well-being of the restrained student and other students with disabilities who would observe the application of the restraint, and any requirements of a BIP or IEP established for a student with a disability.

If physical restraint is utilized in compliance with this policy on a student with a disability whose primary mode of communication is sign language, the student with a disability shall be permitted to have his/her hands free of restraint for brief periods unless the supervising staff member determines that such freedom is likely to result in harm to the student or others.

Use of Mechanical Restraints

For purposes of this policy, the use of mechanical restraints, defined as the use of any device or equipment to restrict a student's freedom of movement is prohibited for all circumstances.

Mandatory Training for Staff

No employee of the Board or person in a school facility shall be permitted to use physical restraint until the person has received sufficient training in the use of the strategy or procedure to allow the person to utilize the measure safely and in compliance with any IEP or BIP established for a student with a disability.

The Superintendent shall require that staff members responsible for implementing this policy receive training that includes:

A. positive methods to modify the environment of students with disabilities to promote adaptive behavior and reduce the occurrence of inappropriate behavior;

B. methods to teach skills to students with disabilities so that the students can replace inappropriate behavior with adaptive behavior;

C. methods to enhance the independence and quality of life for students with disabilities;

D. the use of least intrusive methods to respond to and discourage inappropriate behavior of students with disabilities while reinforcing positive behavior of those students;

E. a process for designing interventions based upon the student's needs that are focused on promoting appropriate changes in behavior as well as enhancing the overall quality of life for the student; and

F. the use of positive behavioral supports to deescalate problem behaviors.

The Superintendent shall also require that appropriate training is provided for the immediate supervisors of District employees who are authorized to supervise the use of restraints to provide that those measures are only implemented as permitted in this policy.

Documentation and Reporting

A school shall prepare an incident report within twenty-four (24) hours after a student with a disability is released from restraint. If the student's release occurs on a day before the school closes for the week-end, a holiday, or other reason, the incident report must be completed by the end of the school day on the day the school reopens.

The following must be included in the incident report:

A. The name of the student with a disability who was restrained;

B. The age, grade, ethnicity, and disability of the student restrained;

C. The date and time of the event and the duration of the restraint;

D. The location at which the restraint occurred;

E. A description of the type of restraint used in terms established by the Department of Education;

F. The name of the person using or assisting in the restraint of the student with a disability;

G. The name of any nonstudent who was present to witness the restraint; and

H. A description of the incident, including:

1. The context in which the restraint occurred;

2. The behavior of the student with disabilities leading up to and precipitating the decision to use ~~manual physical~~ restraint, including an indication as to why there was an imminent risk of serious injury ~~or death~~ to the student or others;

3. The ~~specific~~ positive behavioral ~~strategies~~ used to prevent and de-escalate the behavior;

4. What occurred with the student immediately after the termination of the restraint;

5. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint, documented according to ~~d~~istrict policies; ~~and~~

6. Evidence of steps taken to notify the parent or guardian of the student with a disability.

A school shall notify the parent or guardian of a student with a disability each time ~~manual physical~~ restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone ~~or computer~~ e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgement that s/he was notified of his/her child's restraint.

A school shall also provide the parent or guardian with the completed incident report in writing by mail within three (3) school days after a student with a disability was ~~manually physically~~ restrained. The school shall obtain, and keep in its records, the parent's or guardian's acknowledgement that s/he received a copy of the incident report.

Monitoring

The District shall monitor the use of ~~manual physical~~ restraint on students with disabilities and shall collect data including:

A. when, where, and why students are restrained;

B. the frequency of occurrences of such restraint; ~~and~~

~~C. the restraint that is most used.~~

Documentation prepared as required in this policy shall be provided to the school principal, the ~~d~~istrict ~~d~~irector of Exceptional Student Education, and the ~~b~~ureau ~~c~~hief of the Bureau of Exceptional Education and Student Services electronically each month that the school is in session.

The data collected shall be used when selecting staff for training, as well as in the preparation of a District plan with the goal of reducing the use of restraint in settings in which it occurs frequently or with students who are restrained repeatedly ~~as well as reducing the use of restraint.~~

The plan shall identify activities, skills, and resources needed to achieve the plan's goal, including the following:

A. additional training in positive behavioral ~~support and crisis management;~~

B. parental involvement;

C. data review;

D. updates on students' functional behavioral analysis;

E. additional student evaluations;

F. debriefing with staff;

G. use of school-wide positive behavioral support;

H. changes to the school environment;

Revisions to Policies and Procedures

Any revisions to policies and procedures, which must be prepared as part of the school district's special policies and procedures, must be filed with the bureau chief of the Bureau of Exceptional Education and Student Services no later than ~~January 31st of each year.~~

Disciplinary Action for a Violation of This Policy

In addition to any penalty prescribed by law, the Superintendent is directed by this policy to see that a Board employee who intentionally, knowingly, or recklessly violates this policy is subject to correction or disciplinary action as necessary to prevent a reoccurrence of the violation. A Board employee engages in conduct "intentionally" if, when s/he engages in the conduct, it is his/her conscious objective to do so. A Board employee engages in conduct "knowingly" if, when s/he engages in the conduct, s/he is aware of a high probability of a violation of this policy. A Board employee engages in conduct "recklessly" if s/he engages in conduct in violation of this policy in a plain, conscious, and unjustifiable disregard of harm that might result to a student with a disability and the disregard involves a substantial deviation from acceptable standards of conduct established by this policy.

Discipline of a staff member for violation of this policy shall take into account the degree to which the violation risked serious bodily injury to a student with a disability and the staff member's history of compliance with this policy and other Board policies.

Retaliation for Fully Implementing or Reporting Violations

No Board employee shall be permitted to retaliate against a person for reporting or objecting to actions in violation of this policy or providing information regarding a violation of this policy.

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Legal F.S. 1003.32
F.S. 1003.573
F.S. 1006.11
F.S. 1012.75
F.A.C. 69A-58.0084

Last Modified by Tammy R Shroyer on August 29, 2017

District Best Practices for Inclusive Education (BPIE)
~~Self~~-Assessment

Hernando County School District

Florida Inclusion Network

District BPIE Indicator Rating Tally Sheet

Date Completed: 11/04/19 **District :** Hernando **District Contact/Title :** Cathy Dofka

FIN Facilitators: Ann Kerben

Kelly Claude

BPIE Team Members:

Simone Bratcher, ESE Parent Liaison
Mandy Justice, Teacher - Brooksville Elementary
Kelly Downey - ESE Coordinator
Donald McNaughton - Assistant Principal, Parrot MS
Jessica Clark - Teacher - Springstead HS
Maggie LeDoux - District Speech and Language Pathologist
Sandy Lanning - Physical Therapist
Raquel Skyers - ESE Teacher - Challenger
Jesse Diaz - District ESOL Coach
Renee Supple - Teacher - West Hernando MS
John Weaver - Assistant Principal, Springstead HS
Carmine Rufa - Fox Chapel MS
Linda Wiley - ESE Teacher Parrot MS
Kristen Redding - FDLRS Manager
Darla Croft - ESE Instructional Specialist
Tina Cordova - Parent, Ability Tree Florida
Susan Gemmeti - Instructional Specialist
Angela Kennedy - Director of Federal Programs
Judy Everett - Supervisor ESE
Anna Jensen - ESE Coordinator

Leadership and Decision Making		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
1. District analyzes data to identify barriers and initiate improvement steps that increase the number of students with low- and high- incidence disabilities in general education and natural contexts in every school.	Partially Almost	~~MTSS meetings include ESE and general education students. IEP meetings include student specific data. There is a district-wide achievement gap committee, made up of administrators as members. District classroom walk-throughs include collecting data on students with disabilities - standards aligned instruction, different modalities. Project 10 Early Warning System reports are used as well.~~
2. District data reflects that in each school there is alignment to the natural proportion of students with disabilities (SWDs) in the district.	Partially ~~Beginning~~	~~There are some schools where there is a more natural proportion of SWD in general education classes, whereas some schools appear to be moving in the opposite direction. Some schools have out of zone students coming for specific programs, which impacts proportion of SWD. Peers as Partners in Learning has helped this at some schools.~~
3. District provides SWDs with the same school choice options as students without disabilities to ensure all SWDs receive educational services in their neighborhood school or school of choice.	Partially Beginning	~~Some classes are clustered at specific schools. There is school choice, but not for all students. Hernando Middle School is the only school where students who are EBD can go. All high schools have 100% choice for EBD, some elementary have choice for~~

Leadership and Decision Making		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
		~~EBD. Students with intellectual disabilities or physical needs may not have the same choice. When SWDs need specific services, the school choice office works with the ESE office to accommodate as much as possible based on needs of student.~~
4. District data reflect that SWDs, ages 3–5, receive special education and related services in the regular early childhood program or kindergarten, with peers without disabilities.	Partially Beginning	~~There are some schools with inclusion classrooms, but many have more ESE preK. Most schools have at least one ESE preK class. They have partnered with Title 1 to open more blended preK classrooms/programs, but there is still work to be done.~~
5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.	~~Partially Beginning~~	~~Related services providers don't appear to be staffed based on student population, because there is a shortage. District uses individual scheduling process to base allocations on, but it often does not end up the way that the scheduling team requests. This is improving, but it is not there. The percentages of SWDs are many times over the recommended percentages in classrooms.~~

Leadership and Decision Making		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
6. District has key personnel with expertise in inclusive best practices for all SWDs who oversee, coordinate, monitor and provide technical assistance (TA) for the implementation of best practices for inclusive education at the district and school levels.	Partially ~~Almost~~	~~There are two instructional specialists who have expertise in best practices. There are district walk-throughs that have been modified to look for these. FIN assists with sharing this expertise.~~
7. District has key personnel with expertise in the multi-tiered system of support (MTSS) and positive behavior intervention plans (PBIP) who provide ongoing professional development (PD) and TA to schools to ensure that students who need them receive multi- tiered behavior supports in general education classrooms and natural contexts.	Partially ~~Almost~~	~~There are monthly district MTSS meetings, and 21 of 23 schools are PBIS schools, with 10 being model PBIS schools. There is a lot of district data to support this process~~.
8. District data reflect that SWDs who have behavior support needs are not excluded from the general education classroom at a higher rate than their peers without disabilities.	Partially Beginning	~~LEA Profile indicates that SWDs are twice as likely to be suspended out of school and ISS is 4x as likely to be assigned to a SWD.~~
9. District policies and student transportation schedules indicate all SWDs arrive and leave schools and district facilities at the same time, in the same place and on the same daily schedule as students without disabilities, except for those SWDs who have an individualized education program (IEP) indicating a shortened school day.	~~Partially Almost~~	~~All buses include students with and without disabilities. This used to be an issue, but they have worked hard to improve it.~~
10. District uses decision-making guidelines to ensure schools transition all SWDs from grade to grade, school to school and district to district to maintain placement in the least restrictive environment.	Partially ~~Beginning~~	~~Staffing goal is to keep the least restrictive, but the data is indicating an increase in more restrictive settings from PreK to K, but also in other settings. There is a trend for more restrictive and moving toward Access Points. There are no protocols about this~~

Leadership and Decision Making		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
		~~transition process across the district.~~
11. All district departments and schools use job interview questions to appraise an applicant's knowledge and beliefs pertaining to diversity and best practices for inclusive education, as applicable to the position.	Partially ~~Beginning~~	~~Each individual school has their own job questions. The district sent people to Maryland to be trained in equity literacy for hiring. At the same time, the ESE department was working on disproportionality plan. This is beginning.~~

Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
12. District data reflect that SWDs receive most, if not all, of their education and related services in age- and grade-appropriate general education classes, regardless of the type or severity of their disability.	Partially ~~Beginning~~	~~LEA profile has 22% students in resource and self-contained. Indicator 5C is less than 1%.~~
13. District and school leaders receive ongoing and current information and PD about best practices for inclusive education for all SWDs.	Partially ~~Almost~~	~~At district leader meetings, information is shared from ESE department. There is a need for technical assistance there. There are trainings offered, but more follow up is needed for good implementation. District and school leaders have consistent access to the information, along with self-guided PD year round. The district uses discretionary projects for lots of this PD. Information is available, if they want to take advantage of it.~~
14. District provides job-embedded, collaborative PD and TA to all schools to integrate IEP goals and objectives and the Florida Standards in general education classes and natural contexts.	Partially ~~Almost~~	~~Provide QIEP training 2x year, provide on-the-job trainings. Accommodations training is provided, and there is a day at the beginning of the year dedicated to training.~~
15. District provides ongoing PD and TA to all school leaders on the implementation of an inclusive scheduling process and collaborative teaching service delivery models to provide instruction and support to all SWDs in general education contexts, regardless of the type or severity of their disability.	Partially ~~Almost~~	~~Curriculum specialists are available for modeling the scheduling process. District staff work with individual schools to work on the schedule. There are many ESE/inclusion teachers and there is a new program to help~~

Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
		them with this.
16. District provides PD and TA to schools in the use of a variety of tools to gather and analyze data and evaluate the effectiveness of instructional *and* behavioral interventions for all SWDs in general education and natural contexts.	Partially Beginning	Behavior specialists do a nice job, but may not be actively training teachers on data tracking. No data coaches in district. There is not a common understanding of what is being asked regarding behavioral data. There is follow-up if needed. There is PBIS involvement for Tier 3 re-design, but it is only targeted for specific staff and schools at this point. For Tier 1, the district supports each school with a coach, and there is an internal coach at each school. There are coaches meetings, and there is a lot of support for behavior. There isn't as much focus on academic supports.
17. District provides ongoing, job-embedded, collaborative PD and TA to school-based personnel to implement best practices for inclusive education, including instruction and assessment for all SWDs based on all Florida Standards.	Partially Almost	There are many examples listed that the district does with the help of discretionary projects. In particular, BookShare has become a great resource for schools, and clarification about use in the classroom. There is a general need to increase training

Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
		~~on AT.~~
18. District facilitates and supports access to assistive technology (AT), including augmentative and alternative communication (AAC) devices, as determined by the assessed need of SWDs for meaningful learning, participation and communication in general education and natural contexts.	Partially Almost	~~SLPs and AT people have the low-tech stuff easily available. High needs AAC appears to be readily available. The SLPs and ATs come weekly to check on progress of students, and contact loan library and arrange for devices. Recently the district got a list of possible devices and not all are known. Also, how to use them is a challenge. Teachers communicating with the team and back and forth is varied. Promoting and marketing the AT department may need to improve.~~
19. District provides job-embedded, collaborative PD and TA on the use and integration of AT (including AAC) to special and general education teachers, instructional support personnel and family members at all schools.	Partially Beginning	~~If you have a device, the SLP is most likely training the para/teacher, but usually this is the ESE teacher, not gen ed. Devices tend not to go home with students, but there is directed training on this if this does happen. The majority of programming is done for academics and core content.~~

Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services and curricular modifications as stipulated in student IEPs.	~~Partially Beginning~~	~~Discussions are happening about this, but there is still a large majority mindset where this is not happening. The thoughts are that if the student is on access points, they will never go out. There are pockets where the access points students are in gen ed.~~
21. District data reflect that SWDs receive supplemental supports and services in order to participate in all school and district extracurricular activities.	Partially Beginning	~~Students with DHH/VI have been involved in all aspects for a long time. There have been SWDs in prom court, student dances, ROTC. However, there is still a school with a separate ceremony. There are limitations on students with behavior plans in attending dances or field trips, for example, since they aren't able to maintain behavior for an entire quarter to get to go. Most schools do include students with the significant disabilities, but some (even EBD) do not even have lunch or recess with non-disabled peers. Parents have to advocate strongly for even basic inclusion of their students.~~
22. District provides support and resources to schools to facilitate the development of positive, interdependent relationships among all students with and without disabilities in instructional and non-instructional general education and natural contexts.	Partially ~~Beginning~~	~~All five high schools and 2 middle schools have Peers as Partners in Learning. All HS also have transition clubs, grant funded, for SWDs to have a peer support them. Different schools share with other schools~~

Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
		~~about what is being done about narrowing the achievement gap. ESE Department is putting together a float for the Christmas parade this year - "More Alike Than Different."~~
23. District data reflect that all SWDs are given equal consideration for recognition through honors, awards and other designations offered by schools.	Partially ~~Beginning~~	~~SWDs are included homecoming court, prom court, but only if students are in inclusion settings. Self-contained students are not often part of this. One school still has an option for a special graduation for ESE. Most schools are inclusive for the recognitions.~~

Communication and Collaboration		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
24. District provides all district and school personnel with information and resources pertaining to the use of person first language in all written and verbal communications.	Partially Beginning	~~Some people don't take well to changes in terminology. Some staff rooms have posters about person first language. For some trainings, this is one of the first items discussed. The verbal component is missing - the use of the walkie reflects "the ESE hallway" and "the EBD room." Also, the district focus is still on "inclusion teacher" rather than focus on being a teacher. The school board also does not use PFL.~~
25. District documents, forms, program materials and other communication that refer to SWDs reflect the use of person first language.	Partially ~~Beginning~~	~~This is better in writing. In documents, it is more likely to be seen. There is language in the ESE Handbook this year, and it was a handout as well in the training.~~
26. District provides information to families about research-based, inclusive educational practices and ways they can support their child's learning, independence and participation at home, at school and in the community.	Partially ~~Beginning~~	~~There isn't enough communication with families - a handout isn't enough to ensure understanding. There has been improvement in this area. There is an active ESE Advisory committee now. There is also an ESE parent liaison for parents to call for information - her info is on the website, her cards are given out at IEP meetings, there is a quarterly robo-call, and information is on social media about the parent liaison.~~

Communication and Collaboration		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
27. District provides resources to all district and school staff that include strategies for effective family communication and collaboration to increase learning and achievement for all SWDs in inclusive classrooms and natural contexts.	Partially ~~Beginning~~	~~Teachers do a good job keeping in contact with parents - Class Dojo, Remind app, parent input sheet given at IEP meetings. Parents of students in MTSS are involved in this process. In ESE there is a Title 1 Parent Academy - the parent liaison attends this. They have provided Kinship Care, for grandparents. At the elementary, the schools provide daily agendas for communication, but it may not be taught how to use these. The district struggles with helping families on achievement strategies. Often, unless there is a behavior issue, there is no communication with parents. Most documents are available in Spanish, but not other languages.~~
28. District uses a variety of processes and tools to involve family members of students with and without disabilities in district-wide decision-making and planning processes, including initiatives related to inclusive practices.	Partially ~~Almost~~	~~Not all parents are given opportunities to participate. This happens in pockets. The ESE survey goes out to parents, and the district (83%) does not yet meet the state indicator (85%). Parents have opportunity, but are not always willing to participate.~~
29. District disseminates information to all families in the same manner and at the same time.	~~Fully~~	~~Everything goes out the same time - progress report, report cards, code of conduct, meeting notices, etc.~~

Communication and Collaboration		
Indicator	**Implementation Status**	**Data Sources/ Supporting Evidence**
30. District has partnerships with colleges, universities and career and technical schools to provide inclusive, postsecondary educational and career opportunities for students with a significant cognitive disability, ages 18–21, to enroll in programs with adults without disabilities.	~~Partially Beginning~~	~~District has been trying to make partnerships happen. There has been a graduate from the UCF program, and the Hernando State College has now agreed for SWSCD to take their classes, and FAMU also wants to incorporate students into land tasks; USF and UCF are partnering for transition. UCF gave 60K for transition programs for Hernando. Lots of effort in this area.~~

Priority Indicators Selected by District:

~~5,8,10,20,24~~

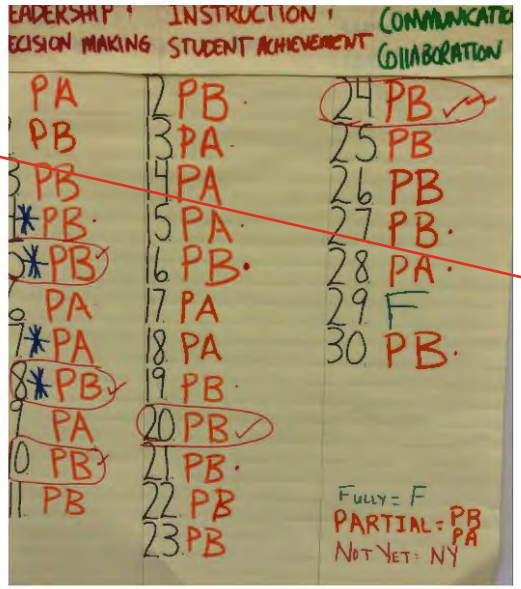
~~5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.~~

~~8. District data reflect that SWDs who have behavior support needs are not excluded from the general education classroom at a higher rate than their peers without disabilities.~~

~~10. District uses decision-making guidelines to ensure schools transition all SWDs from grade to grade, school to school and district to district to maintain placement in the least restrictive environment.~~

~~20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services and curricular modifications as stipulated in student IEPs.~~

~~24. District provides all district and school personnel with information and resources pertaining to the use of person first language in all written and verbal communications.~~



Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District: **Hernando** **Date:** ~~**January 8, 2020**~~

Purpose: District personnel, FIN Facilitators, and other discretionary projects, as appropriate, will use the *Plan for Inclusive Education* to collaboratively develop short and long- term improvement efforts to address prioritized indicators from the Best Practices for Inclusive Education (BPIE) assessment.

In July 2013, Florida lawmakers enacted section 1003.57~~(1)(a)~~, Florida Statutes (F.S.; http://www.leg.state.fl.us/), which defines inclusion as a student with a disability 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 access is provided to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

According to Florida Statute 1003.57~~(1)(f)~~: "Once every 3 years, each school district and school shall complete a Best Practices for 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."

The Bureau of Exceptional Education and Student Services (BEESS) Strategic Plan ~~2018-2023~~ goals is to increase regular class placement of students with disabilities to ≥ ~~85~~**%**, decrease separate class placement of students with disabilities to ≤ ~~6~~**%**, and decrease other separate environment placement of students with disabilities to ≤ ~~1~~**%**, resulting in increased reading and math gains and graduation rates of **all** students with disabilities across **all** districts. This will be accomplished by developing, implementing, and monitoring regional, district, and site-based Plan for Inclusive Education.

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District Contact Information: Cathy Dofka, Executive ESE director

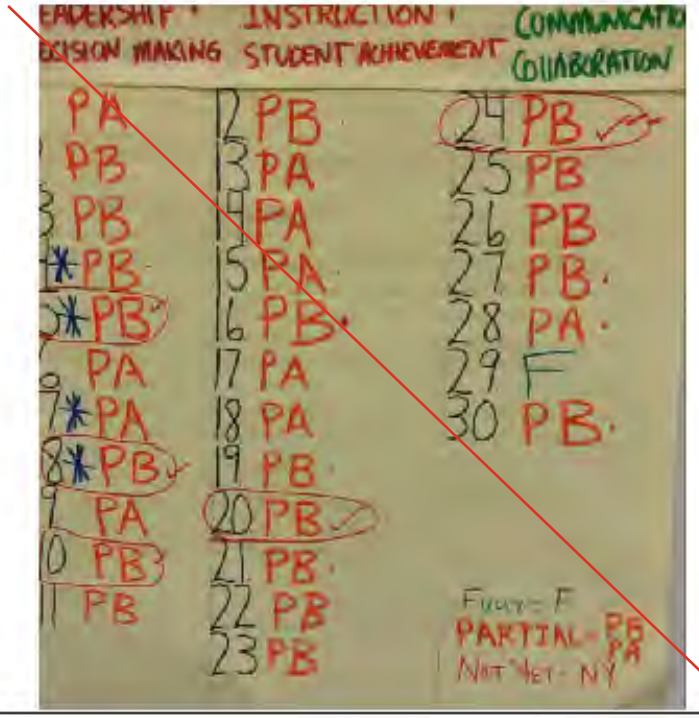
Team Members/Titles: Susan Gemmati, Instructional Specialist; Darla Croft, Instructional Specialist; Kelly Downey, ESE Coordinator; Anna Jensen, ESE Coordinator; Amy DeFilippis, SEDNET; Kristin Redding, FDLRS manager; Christina Yu, Access Project (virtual 2:15-3:00)

District BPIE Self-Assessment and Plan for Inclusive Education review dates:

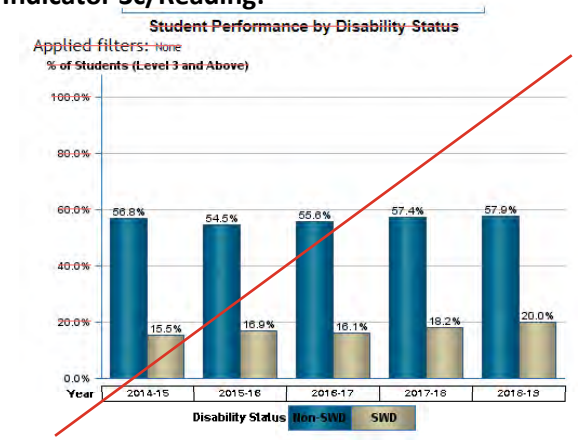
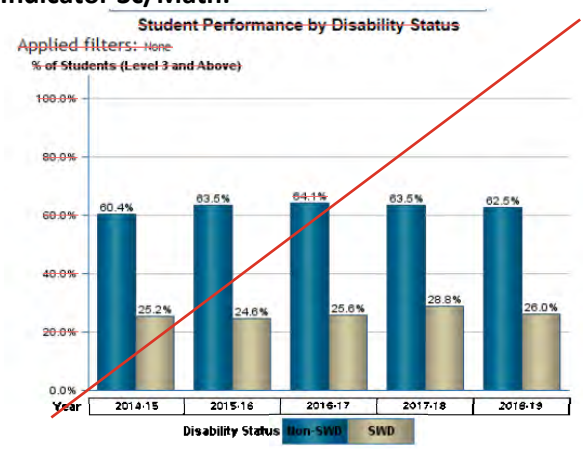
- Best Practices for Inclusive Education (BPIE) Self-Assessment Date:11/4/2019

District BPIE Priority Indicators: 5,8,10,20,24

5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.
8. District data reflect that SWDs who have behavior support needs are not excluded from the general education classroom at a higher rate than their peers without disabilities.
10. District uses decision-making guidelines to ensure schools transition all SWDs from grade to grade, school to school and district to district to maintain placement in the least restrictive environment.
20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services and curricular modifications as stipulated in student IEPs.
24. District provides all district and school personnel with information and resources pertaining to the use of person first language in all written and verbal Communications.



			• Scheduled/future Plan for Inclusive Education Review Dates: **September 21,2020**	
			Top 5 School BPIE Priority Indicators (based on date span): 15. School leaders provide job-embedded professional development for all school-based personnel, as appropriate for their job role, on best practices for inclusive education for all SWDs. 28. General and special education teachers use regularly scheduled collaborative planning time to clarify their roles and responsibilities while planning effective instruction and assessment for all students. 17. School administrators ensure that collaborative planning time is used productively and reflected in general and special education staff schedules and instructional plans. 18. Specials, electives, and career technical education (CTE) teachers have regularly scheduled opportunities to consult with special education teachers and related service providers to implement strategies that support the learning of all SWDS in their classes. 32. Reports of progress toward implementing inclusive practices are disseminated to families, school district personnel, and community members annually.	
LEA Profile/ State Strategic Plan Indicators	**Current District Data and Source**	**State Targets**	**District Targets**	**District-Specific Data: Other current and specific data to support the need for improvement:** *BPIE* self-assessment data and ratings, school data, climate surveys, focus group results, etc.
Indicator 5a/Regular class placement:	2018-2019: 77.8% LEA profile 2019	2018-19: ≥**85%** 2019-20: ≥**85%** 2020-21: ≥**85%** 2021-22: ≥**85%**	2018-19: 78% 2019-20: 80% 2020-21: 82% 2021-22: 84%	
Indicator 5b/Separate class placement:	2018-2019: 15.4% LEA profile 2019	2018-19: ≤ **6%** 2019-20: ≤ **6%** 2020-21: ≤ **6%** 2021-22: ≤ **6%**	2018-19: 15% 2019-20: 14% 2020-21: 13% 2021-22: 12%	
Indicator 5c/Other separate environment:	2018-2019: 0% LEA profile 2019	2018-19: ≤ **1%** 2019-20: ≤ **1%** 2020-21: ≤ **1%** 2021-22: ≤ **1%**	2018-19: ≤1% 2019-20: ≤1% 2020-21: ≤1% 2021-22:≤1%	

Indicator 3c/Reading: 	EDStats 2018-2019	2018-19: ≥ **66%** 2019-20: ≥ **66.5%** 2020-21: ≥ **67%** 2021-22: ≥ **67.5%**	2018-19: 20% 2019-20: 2020-21: 2021-22	
Indicator 3c/Math: 	ED Stats 2018-2019	2018-19: ≥ **66%** 2019-20: ≥ **66.5%** 2020-21: ≥ **67%** 2021-22: ≥ **67.5%**	2018-19: 26% 2019-20: 2020-21: 2021-22:	

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District BPIE Priority Indicator(s): 24. District provides all district and school personnel with information and resources pertaining to the use of person first language in all written and verbal Communications.	**State Strategic Plan Indicator(s): (please mark)** ____Indicator 5a Regular Class ____Indicator 5b Separate Class ____Indicator 5c Other Separate Environment ____Indicator 3c/Reading Proficiency ____Indicator 3c/Math Proficiency Other: building inclusive schools and district

SMART Goal 1: By November of 2020, 100% of administrators and district departments will be provided information on People First Language information.

Goal 1 **Action Steps:**	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Follow-up:** (Measurable and aligned with each action step)	**Status:** (Completed, in-progress, revised, additional goal/action step)
FIN and District ESE staff will provide all school and district departments with Person First Language handouts, bookmarks and/or posters.	FIN District ESE staff	November 2020	Sign in of district ESE staff that products were distributed to and inquires to school and district if this modality is bringing awareness of PFL	FIN and District ESE staff will determine next steps after reviewing feedback from schools and district staff.	
FIN will provide informative definitions and antidotes on disability awareness and person first language to communication-public district liaison.	FIN District ESE staff	October 2020	Documentation of what was shared out though social media platforms facebook/twitter.	FIN and District ESE staff will monitor comments and feedback from social media sites to see if information is being viewed.	

Notes/Comments:

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District BPIE Priority Indicator(s): 20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services and curricular modifications as stipulated in student IEPs.	**State Strategic Plan Indicator(s): (please mark)** x_ Indicator 5a Regular Class _x_ Indicator 5b Separate Class ___Indicator 5c Other Separate Environment ____Indicator 3c/Reading Proficiency ____Indicator 3c/Math Proficiency Other:

SMART Goal 2: By June 2021, the district in collaboration with FIN will provide professional learning sessions to decrease separate classroom placement from 15% to 13.5% so students with significant cognitive disabilities can increase their time with their peers without disabilities.

Goal 1 **Action Steps:**	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Follow-up:** (Measurable and aligned with each action step)	**Status:** (Completed, in-progress, revised, additional goal/action step)
FIN in collaboration with District ESE staff will analyze current achievement data for students with significant cognitive disabilities.	FIN and District staff (Darla Croft)	September 2020	Support plan and criteria established	District ESE staff and FIN will develop a support plan for schools with a LRE percentage higher than 13.5% on Indicator 5b.	
FIN, and FDLRs will provide professional learning sessions on the following to support students with significant cognitive disabilities spending 40% or more of the time with their peers without disabilities in a school week: • Access 101/Weebly • Peers as Partners as Partners in Learning • Inclusive Scheduling • Building an Inclusive school • Universal Design for Learning	FIN, FDLRS, Access Project, and District ESE staff	June 2021	Schedule and sign-in sheets with presentation content	FIN in collaboration with collaborative partners and district ESE staff will analyze data and determine further support needed to decrease Indicator 5b LRE data	

Notes/Comments: 2/13/2020-Professional learning session by FIN and Access Project to all principals on Access points and inclusion.
2/20/2020- Two professional learning sessions by Access Project to all Assistant Principals on Access points and inclusion.

District BPIE Priority Indicator(s):	**State Strategic Plan Indicator(s): (please mark)**
8. District data reflect that SWDs who have behavior support needs are not excluded from the general education classroom at a higher rate than their peers without disabilities.	__x__Indicator 5a Regular Class __x__Indicator 5b Separate Class __x__Indicator 5c Other Separate Environment __x__Indicator 3c/Reading Proficiency __x__Indicator 3c/Math Proficiency Other:

SMART Goal 3: By June 2021, the district in collaboration with FIN and SEDNET will decrease the discipline risk ratio from 2.75 to 2.0 as measured in the LEA profile.

Goal 1 **Action Steps:**	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Follow-up:** (Measurable and aligned with each action step)	**Status:** (Completed, in-progress, revised, additional goal/action step)
FIN and SEDNET will analyze current district data for in-school suspensions more than 10 days for SWD.	FIN, SEDNET and district ESE staff	May 2020	Draft support plan and establish criteria to target schools.	Report from data to ESE district leaders and determine next steps.	

~~FIN and SEDNET will create a survey to all schools to indicate who at their school inputs data on SWD behavior referrals.~~	~~FIN and SEDNET will send out an email and survey the schools~~	~~April 2020~~	~~Survey data compiled.~~	~~FIN and SEDNET will analyze survey and develop professional development.~~	
~~Professional development will be provided to stakeholders on data entry for in-school suspensions for SWD.~~	~~FIN, SEDNET and ESE district staff~~	~~January 2021~~	~~Schedule and sign-in sheets with presentation content~~	~~FIN, in partnership with collaborative partners and district ESE staff, will analyze data and determine further support needed to decrease the discipline risk ratio.~~	
Notes/Comments:					

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District BPIE Priority Indicator(s):	**State Strategic Plan Indicator(s): (please mark)**
5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.	__x__Indicator 5a Regular Class __x__Indicator 5b Separate Class __x__Indicator 5c Other Separate Environment __x__Indicator 3c/Reading Proficiency __x__Indicator 3c/Math Proficiency Other:

SMART Goal 4: By June 2020, school board and district leaders will increase special education personnel at a rate of 10% for SWD.

Goal 1 **Action Steps:**	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Follow-up:** (Measurable and aligned with each action step)	**Status:** (Completed, in-progress, revised, additional goal/action step)
ESE Director will share data and information at the cabinet leadership meeting.	FIN and ESE director (Cathy Dofka)	May 2020	Agenda and cabinet meeting notes/minute.	FIN and ESE Director will review minutes and determine next steps.	
ESE Director will submit a request for personnel to support SWD based on district needs.	ESE Director	May 2020	Report/request	Completed report/request with follow up after Cabinet response.	

Notes/Comments:

District BPIE Priority Indicator(s):	**State Strategic Plan Indicator(s): (please mark)**
10. District uses decision-making guidelines to ensure schools transition all SWDs from grade to grade, school to school and district to district to maintain placement in the least restrictive environment	__x_Indicator 5a Regular Class __x_Indicator 5b Separate Class ___ Indicator 5c Other Separate Environment

	___Indicator 3c/Reading Proficiency ___Indicator 3c/Math Proficiency Other:

SMART Goal 5: By May 2020, a decision making guideline will be developed and utilized for 100% of school transitions in order to maintain least restrictive environment for SWD.

Goal 1 **Action Steps:**	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Follow-up:** (Measurable and aligned with each action step)	**Status:** (Completed, in-progress, revised, additional goal/action step)
Create a guideline for use during school transition to include checklist for maintaining continuity of IEP goals, support and services.	ESE District (Anna Jensen) ,FIN	April 2020	Guideline document	Completed checklist document and approval from ESE Director.	
Professional Learning opportunity in using step by step guideline checklist to all Staff Specialist.	ESE District (Anna Jensen),FIN	May 2020	Sign in sheets with presentation content.	Staff Specialist will implement the checklist tool at all articulation IEP meetings.	

Notes/Comments:

Appendix G: District Procedures During a Declared State of Emergency

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

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. When preparing to provide a Distance Learning Plan for the students of Hernando County during a State of Emergency, the following will be reviewed and planned for: • Develop a protocol on the best way to communicate with parent/guardian(s) during the State of Emergency regarding their student(s) • Consider options to get the material to students who are home due to the emergency • Considerations for ensuring continuity of learning for the unique needs of all students • Potential resources and partnerships to close the gaps. The Hernando County Schools plan will also include plans for the most medically fragile students who choose to come to school. All these students will have a comprehensive health care plan that is completed by the districts Medically Fragile Registered Nurses in collaborated effort with the Hernando County Health Department nursing staff. A plan will be developed to use designated classrooms with a designated room or area to provide a sterile environment for students medical needs. All ESE personnel will be provided 5 cloth masks, medical masks and face shields as well as other medically necessary materials needed to keep our most medically vulnerable students safe. The attachments included in this appendix (Appendix G) reflect samples that were recently developed as templates to be used during a recent state of emergency. When a State of Emergency is declared that prohibits Hernando County students from attending classes in a normal setting, the following first steps will be followed: • Parent/Guardian(s) will be provided through the chosen mode of communication, a letter explaining the type of services that will be provided for their students under a temporary distance learning plan. • Notice of Procedural Safeguards for Parents of Students with Disabilities will be provided along with the Temporary Distance Learning Plan Letter. Depending on which program the student is enrolled (ESE and or Gifted) will depend on the type of Procedural Safeguard that is sent to the parent/guardian. • A fact sheet with information concerning the current state of emergency will also accompany the Temporary Distance Learning Plan Letter • Staff will be provided with a memorandum containing guidance to assist them when speaking to the parent/guardian(s) during the State of Emergency.

Loading complete.

FLORIDA DEPARTMENT OF EDUCATION

DIVISION OF K-12 PUBLIC SCHOOLS

BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Hernando

EXCEPTIONAL STUDENT EDUCATION POLICIES AND PROCEDURES (P&P)

EFFECTIVE DATE:

2023-2024 through 2025-2026

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 (C.F.R.) §§ 300.201 and 300.641
Sections 1002.22, 1003.57, 1003.571, 1003.573, 1003.574 and 1012.582, Florida Statutes (F.S.)
Rules 6A-6.03411 and 69A-58.0084, Florida Administrative Code (F.A.C.)

The school district, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures and programs that are consistent with the state policies and procedures established under 34 C.F.R. §§ 300.101 through 300.163 and 300.165 through 300.174.

Requirement Related to Exceptional Student Education (ESE) Policies and Procedures (P&P)

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 for approval.
3. Report to the Florida Department of Education (FDOE) the total number of students in the school district receiving instruction in each special program for exceptional students in the manner prescribed by the FDOE.

The Individuals with Disabilities Education Act and 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 school district's ESE P&P document.

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

Section A.2: Legal Requirements Related to the Use of Restraint

Seclusion

School districts and facilities shall prohibit school personnel from using seclusion.

Restraint

1. Authorized school personnel may use restraint only when all positive behavior interventions and supports (PBIS) have been exhausted.
2. Restraint may be used only when there is an imminent risk of serious injury and shall be discontinued as soon as the threat posed by the dangerous behavior has dissipated.
3. School personnel may not use mechanical restraint. This paragraph does not apply to school resource officers, school safety officers, school guardians, or school security guards as described in s. 1006.12, F.S., who may use mechanical restraint in the exercise of their powers and duties to restrict students in grades 6 through 12.
4. Restraint techniques may not be used to inflict pain to induce compliance.
5. Notwithstanding the authority provided in s. 1003.32, F.S., restraint shall be used only to protect the safety of students, school personnel or others and may not be used for student discipline or to correct student noncompliance.
6. The degree of force applied during restraint must be only that degree of force necessary to protect the student or others from imminent risk of serious injury.

Crisis Intervention Plans

1. A team comprised of the student's parent or guardian, school personnel, and applicable physical and behavioral health professionals must develop a crisis intervention plan upon the second time that the student is restrained within a semester.
2. The crisis intervention plan must include:
   a. Specific PBIS to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;
   b. Known physical and behavioral health concerns that will limit the use of restraint for the student; and
   c. A timetable for the review and, if necessary, revision of the crisis intervention plan.
3. The school district must provide a copy of the crisis intervention plan to the student's parent or guardian.

School District Policies and Procedures

1. Each school district shall adopt PBIS and identify all school personnel authorized to use the interventions and supports. Each school district shall develop policies and procedures that are consistent with this section and that govern the following:
   a. Incident-reporting procedures;
   b. Data collection and monitoring, including when, where and why students are restrained and the frequency of occurrences of such restraint;
   c. Monitoring and reporting of data collected;
   d. Training programs and procedures relating to restraint;
   e. The school district's plan for selecting personnel to be trained;
   f. The school district's plan for reducing the use of restraint, particularly in settings in which it occurs frequently or with students who are restrained repeatedly, must include a goal for reducing the use of restraint and must include activities, skills, and resources needed to achieve that goal—activities may include, but are not limited to:
      i. Additional training in PBIS,
      ii. Parental involvement,
      iii. Data review,
      iv. Updates of students' functional behavioral assessments and positive behavior intervention plans,
      v. Additional student evaluations,
      vi. Debriefing with staff,
      vii. Use of schoolwide positive behavior support,
      viii. Changes to the school environment,
      ix. Analysis of data to determine trends and
      x. Ongoing reduction of the use of restraint.
2. Any revisions a school district makes to the policies and procedures pursuant to this section must be filed with the bureau chief of the Bureau of Exceptional Education and Student Services within 90 days after the revision.
3. At the beginning of each school year, each school district shall publicly post its policies and procedures on PBIS as adopted by the school district. (See Appendix D.)

Training

1. Each school district shall provide training to all school personnel authorized to use PBIS pursuant to school district policy.

2. Training shall be provided annually and must include:

   a. The use of PBIS;

   b. Risk assessment procedures to identify when restraint may be used;

   c. Examples of when PBIS techniques have failed to reduce the imminent risk of serious injury;

   d. Examples of safe and appropriate restraint techniques and how to use these techniques with multiple staff members working as a team;

   e. Instruction in the school district's documentation and reporting requirements;

   f. Procedures to identify and deal with possible medical emergencies arising during the use of restraint; and

   g. Cardiopulmonary resuscitation.

3. Each school district shall publish the procedures for the required training in the school district's policies and procedures manual.

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

Documentation and Incident Reporting

1. A school shall prepare an incident report within 24 hours in the bureau's restraint reporting system, Involuntary Examination, Restraint and Seclusion (IERS), after a student is released from a restraint. If the student's release occurs on a day before the school closes for the weekend, a holiday or another reason, the incident report must be completed by the end of the school day on the day the school reopens.

2. The following must be included in the incident report:

   a. The name of the student who was restrained;

   b. The age, grade, ethnicity and disability of the student who was restrained;

   c. The date and time of the event and the duration of the restraint;

   d. The location at which the restraint occurred;

   e. A description of the type of restraint used in terms established by the Florida Department of Education (FDOE);

   f. The name of the person using or assisting in the restraint of the student and the date the person was last trained in the use of positive behavior interventions and supports;

   g. The name of any nonstudent who was present to witness the restraint; and

   h. A description of the incident, including all of the following:

      i. The context in which the restraint occurred;

      ii. The student's behavior leading up to and precipitating the decision to use restraint, including an indication as to why there was an imminent risk of serious injury to the student or others;

      iii. The positive behavior interventions and supports used to prevent and deescalate the behavior;

      iv. What occurred with the student immediately after the termination of the restraint;

      v. Any injuries, visible marks or possible medical emergencies that may have occurred during the restraint, documented according to school district policies;

      vi. Evidence of steps taken to notify the student's parent or guardian; and

      vii. The date the crisis intervention plan was last reviewed and whether changes were recommended.

3. A school shall notify the parent or guardian of a student each time restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone or e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that he or she was notified of his or her child's restraint.

4. A school shall also provide the parent or guardian with the completed incident report in writing by mail within three school days after a student was restrained. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that he or she received a copy of the incident report.

5. Incidents of restraint are reported in the IERS reporting system developed for this purpose, in a manner prescribed by the FDOE.

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

1. The school district will have procedures for providing the parent with a copy of the written notice on the day of the incident.

Describe how the parent is provided written notice on the day the restraint occurs.

By the end of the day of the incident, parents will be requested to report to the school site to be provided with a "Parent Notification of Restraint or Seclusion" form. In the event that the parent does not come to the school to receive the notification, the school Principal or Assistant Principal will follow up by phone call with a minimum of two (2) attempts and/or email to the parent.

Specify personnel (by role or title) responsible for preparing the written notice on the day of the incident, and how it is provided to the parent on the day the restraint occurs.

On the day of the incident, the person responsible for preparing the notice will be the school Principal or Assistant Principal who is trained annually on the Restraint and Seclusion procedures.

Describe how reasonable efforts are made and documented on the day of the incident to contact the parent by telephone or email, or both, and specify personnel (by role or title) responsible for contacting the parent.

On the day of the incident, reasonable efforts will be made to contact the parent by phone or email or both, by documenting a minimum of two (2) attempts to phone/email the parent.

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

On the day of the incident, two (2) attempts to gain signed acknowledgement beyond the provision of the "Same Day Written Notification" are made. If no signed acknowledgement had been received within 10 school days, the school will try to contact the parent by phone or email or both, and document the attempts by phone/email to the parent. If no signed acknowledgment is received within fifteen (15) days, an attendance officer will be sent to the home to try to obtain the signed acknowledgment. All attempts will be documented.

2. The school district will have procedures for providing the parent with a completed copy of the incident report within three school days of the incident.

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

The person responsible for preparing the web-based incident report will be the Principal or Assistant Principal.

Describe how the school district provides the parent with a copy of the incident report within three school days.

On the day of the incident, reasonable efforts will be made to contact the parent by phone, email, or both to request they come to the school site where they will be provided with a copy of the incident report. If the parent does not come to the school to receive the incident report, it will be sent home with the student and the school Principal or Assistant Principal will follow up by phone and/or email to verify receipt of the incident report within three (3) school days.

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

The school will retain records in the Principal's office acknowledging that the web-based incident report was received and signed by the parent. In the event that the parent does not provide a signature page of acknowledgment, two (2) attempts to gain signed acknowledgement beyond the provision of incident report will be made. If no signed acknowledgment has been received within ten (10) school days, the school will try to contact the parent by phone, or email, or both, and document the attempts. If no signed acknowledgment is received within fifteen (15) days, an attendance officer will be sent to the home to try to obtain the signed acknowledgment. All attempts will be documented.

3. The school district will monitor the implementation of restraint practices.

Describe how the school district monitors the implementation of restraint practices to include reporting requirements in charter schools, Department of Juvenile Justice (DJJ) facilities and contracted residential facilities.

Charter schools will follow the Restraint and Seclusion procedures set forth by the Hernando County School District including training administrative staff on Restraint and Seclusion procedures, implementing Restraint and Seclusion, and reporting requirements to parents, district, and state. The district will monitor the implementation and reporting of Restraint and Seclusion including Charter schools in conjunction with any other Hernando district school. Monitoring is completed weekly by the ESE Director's secretary. She reports the findings to the ESE Leadership Team weekly and they formulate feedback and recommendations to the charter schools. Additionally, a liaison will be identified, typically the Coordinator of Exceptional Student Education (ESE), to assist and support charter schools.

4. The school district will have procedures for providing the parent with a copy of the crisis intervention plan.

Specify members responsible for developing the crisis intervention plan.

The crisis intervention plan requires that school-based staff (preferably those who are on the student's IEP team) and a school-based administrator consult with a district behavior specialist/analyst to develop a crisis intervention plan.

Describe when and how a copy of the crisis intervention plan is provided to the parent.

Crisis intervention plans are housed in the student's behavior intervention plan. As with all behavior intervention plans, these are shared with the parent (at least annually at the IEP meeting or upon any updates) either in person or if the parent cannot attend, via hard copy sent home. Copy of plan is provided to parents within 10 days.

Describe how the school district monitors the implementation of crisis intervention plans, including reporting requirements in charter schools, DJJ facilities and contracted residential facilities.

Crisis intervention plan reporting is monitored through the use of behavior rating scales that are completed by teachers and collected, analyzed, and graphed by district behavior specialists/analysts. The Hernando County School District works closely with Pace Center for Girls. Pace counselors communicate with Student Services about any Baker Acts and suicide/threat assessments. School Social Workers are assigned and conduct suicide/threat assessments for our three charter schools. The Hernando County Sheriff's Office also notifies student services about any Baker Acts. We currently do not have DJJ facilities or contracted residential facilities in our district.

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

1. The school district will review data and reporting procedures.

How often does the school and the school district review restraint data collected for schools and the school district?

Monitoring at the District Level will occur by district Exceptional Student Education staff reviewing the web-based incident report forms weekly and checking the website for entered data twice each week. The Exceptional Student Education Department will meet with school administrators annually to ensure that policy and procedures for using manual physical restraint are followed as outlined in the SP&P Document.

Specify personnel (by role or title) at the school level who is responsible for collecting and reviewing the school-level data and to whom the data are reported to at the school and school district levels.

The Principal or Assistant Principal will: 1. Collect data by debriefing the incident with the personnel involved. 2. Collect and report data to the Department via the Department's web-based reporting system.

Specify personnel (by role or title) at the school district level who is responsible for collecting and reviewing the school- and district-level data and to whom the data are reported to at the school and school district levels.

The ESE Director, Supervisor, and Coordinator receive notification of the finalized report through the web-based reporting system.

2. The school district will have procedures for monitoring data collection and reporting and the use of restraint at the (a) classroom, (b) building and (c) school district levels. These monitoring procedures must address when, where and why students are restrained and the frequency of the occurrences of restraint. (Charter schools, Department of Juvenile Justice [DJJ] facilities, and contracted residential facilities must be included.)

Describe how the school district monitors school practices related to the data collection and reporting to parents, including:

- **Data entry into the bureau's restraint reporting system, Involuntary Examination, Restraint and Seclusion (IERS);**
- **Email or telephone attempts to contact the parent on the day of the incident;**
- **Content of the written notice;**
- **Provision of written notice and incident reports to the parent within the required timelines;**
- **Maintaining documentation of the parent's acknowledgments of the receipt of written notices and reports; and**
- **Making additional attempts to obtain written parental acknowledgment when the parent fails to acknowledge the initial written notice or incident report.**

Hernando County School District (HCSD), including charter schools and residential facilities, has established procedures for monitoring data collection, reporting, and the use of manual physical restraint and seclusion at the classroom, school building, and district levels. A Data Collection/Reporting Procedure Checklist: On the Day of the Incident and Incident of Restraint within three (3) days of the incident guides and documents the entire process. Every step identified in these documents must be followed explicitly and compliance will be monitored at all levels. District staff will provide training annually to administrators on the Restraint and Seclusion process and these administrators will then train ESE teachers and any other qualified staff in the process. The use of restraint is monitored at the classroom level by a school-based administrator who has been trained in the restraint and seclusion process. The administrator is responsible for investigating the restraint or seclusion, collecting the necessary data, reporting the data on the state-wide website, and providing technical assistance to the teacher. The administrator may seek additional assistance for the teacher from other personnel such as the team leader, Behavior Specialist/Analyst, or School Resource Officer. In the case of charter schools or residential facilities, additional assistance may be requested from the designated liaison. The use of restraint is monitored at the building level primarily by the principal. The principal may request additional support and/or technical assistance from other school staff or District staff including Exceptional Student Education & SEDNET. With charter schools and residential facilities, the designated liaison, typically the Coordinator of ESE, will monitor the charter schools and residential facilities along with the trained site-based administrator. The use of restraint and seclusion is monitored at the District level by reporting any incidents of restraint and seclusion to the Director of Exceptional Student Education when reports are finalized in the web-based reporting system. These reports will be reviewed weekly by the Director or designee and aggregated data will be reviewed monthly. All monitoring of data collection, use of restraint or seclusion, and reporting requirements will be the same for these facilities including site walk-throughs as needed.

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

Data collection, written documentation, and reporting are considered vital components of the restraint and seclusion process. A Data Collection/Reporting Procedure Checklist: On the Day of the Incident and Incident of Restraint within Three Days of the Incident describe every step mandated in the process and must be followed explicitly including: (a) data entry into the FLDOE 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 guidelines; (e) maintaining documentation of the parent's acknowledgments of the receipt of written notices and reports; and (f) making additional attempts to obtain written parent acknowledgment when the parent fails to acknowledge the initial written notice or incident report. Compliance, accuracy, timeliness, and content are all monitored at the classroom level by the school-based administrator. They are monitored at the building level by the Principal and at the District level by the Director of Exceptional Student Education or designee.

Describe how information about restraint data is:

- **Shared with school and classroom personnel directly involved in the use of restraint; and**
- **Reviewed to assess, develop, or revise and implement effective behavioral strategies and instructional practices for students who are frequently restrained.**

Restraint and seclusion data are shared at the classroom level by the site-based administration for the district and charter schools. The entered restraint and seclusion report will be reviewed and technical assistance obtained from the school experts, Behavior Specialist/Analyst, and ESE district review committee will be provided when necessary. Additional coaching, mentoring, and follow-up will be provided by school and district staff when needed. If a Behavior Intervention Plan revision or additional interventions are recommended, they will be documented, shared with parents, progress monitored, and evaluated quarterly by the Behavior Specialist/Analyst.

3. The school district will have training for personnel in the use of restraint, 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 all programs the school district uses to train personnel regarding the use of restraint; if multiple programs are used within the school district, describe how decisions are made regarding when each particular program is selected.

The program used to train personnel on the use of restraint and seclusion is Nonviolent Physical Crisis Intervention (CPI). This is the sole program used and is School Board approved. Records are maintained on training topics, participants, and dates of trainings. CPI cards are delivered to participants and provide documentation that they are trained and in good standing with CPI. CPI tests are filed and kept secure for five (5) years. Charter schools must provide documentation of CPI intervention. All charter schools in the Hernando County School District will also be utilizing CPI in the event of a restraint. The charter school will each identify a minimum of two (2) staff members to be trained in the use of Nonviolent Physical Crisis Intervention (CPI). They will be required to maintain good standing with CPI.

Describe how the school district implements professional development on the selected restraint training program(s), including intervals at which this occurs and who provides the trainings for initial and periodic "refresher training."

Annual certification sessions are offered and may be site-based or district wide. CPI trainers maintain current credentials and are "in good standing" status so they are credentialed to train. These trainings will include, and be open, to charter schools in the Hernando County School District.

Describe the school district's plan on the selection of personnel to be trained in the use of restraint and how the school district maintains records of personnel trained.

To be selected for training and certification in the use of restraint an individual must be selected by their school-based administrator to serve on the school's crisis team. A crisis team is a small group of CPI trained, school-based, staff members that are available to respond and assist in a crisis situation. Their primary role is to ensure safety by de-escalating the situation and allowing instruction to resume. School-based administrators are advised to ensure that crisis team members include staff that are readily available to assist in a crisis without needing to arrange supervision for students (teachers responsible for instructing students should be limited in CPI restraint training.) CPI personnel should also have a relationship with students known to have emotional or behavioral outbursts. They must include at least school-based administrator and may also include: guidance counselor, social worker, school-based behavior support staff, or other staff deemed appropriate by school administration. All lists of crisis team members (including names and roles) are sent to the ESE Coordinator for review and approval. If there are any classroom-based staff on the list, the ESE Coordinator discusses the request with the school-based administrator to ensure the appropriateness of the certification before approval.

The records for the training are as follows: a. Participants register on the district's electronic registration or in the case of charter schools a separate list will be maintained by the Exceptional Student Education (ESE) liaison to charter schools, typically the ESE Coordinator. b. Participants sign-in at the training and those records are kept at the Exceptional Student Education (ESE) office. c. Participants are administered a test after completion of the course and once the participant completes the training and passes the test, a Nonviolent Physical Crisis Intervention (CPI) card is given to the participant documenting that participant is approved to administer CPI for a period of one-year. d. Completed post-tests, evaluations, and rosters are submitted to Nonviolent Physical Crisis Intervention (CPI).

Do all charter schools, DJJ facilities and contracted residential facilities in the school district use the same crisis management program as that described for use in district-operated schools.

- (●) Yes
- ( ) No

If no, indicate by charter school, DJJ facility and contracted residential facility, the name of the crisis management program used in each.

N/A

4. The school district will have training for authorized personnel in the use of positive behavior interventions and supports (PBIS).

Describe all programs the school district uses to train personnel regarding the use of PBIS; if multiple programs are used within the school district, describe how decisions are made regarding when a particular program is selected.

The program used to train personnel on the use of PBIS is Florida Positive Behavior Interventions and Supports (FLPBIS) provided by the FLPBIS Discretionary Project. This is the sole program used and is School Board approved.

Describe how the school district implements professional development on the selected PBIS training program(s), including intervals at which this occurs and who provides the trainings.

The ESE Coordinator works directly with the FLPBIS discretionary project to tailor professional development opportunities to schools. All Hernando County schools are PBIS schools. Some require foundational training (i.e., if they have new administration or have not trained in more than three years) while other schools require more targeted trainings offered by the FLPBIS project. Monthly meetings are held with MTSS teachers, school-based PBIS coaches, and district-level PBIS coaches to review current data, discuss needs, and engage in meaningful professional development in a variety of topics that support MTSS and PBIS at the school level. Trainings are provided by specialists and experts in their field including: ESE Coordinator, FLPBIS Project Manager, Coordinator of MTSS, RTiB Project Manager, Curriculum Specialist, Lead Psychologist, SEDNET Project Manager, and others. Topics of trainings are developed by the committee based on feedback provided at the previous meeting as well as data reviews.

Describe the school district's plan on the selection of personnel to be trained in the use of PBIS and how the school district maintains records of personnel trained.

All MTSS teachers, PBIS coaches (internal and external) are required to attend the monthly trainings. In addition to the monthly trainings, any PBIS trainings that occur for a specific school require the participation of at least one school-based administrator as well as a minimum of two other school-based staff. A team of at least five is highly encouraged. Records are maintained on training topics, participants, and dates of trainings via sign-in sheets and digital tracking in the school district's professional development software program.

Do all charter schools, DJJ facilities and contracted residential facilities in the school district use the same PBIS as that described for use in district-operated schools.

- (●) Yes
- ( ) No

If no, indicate by charter school, DJJ facility and contracted residential facility, the name of the PBIS used in each.

N/A

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

Does the school district prohibit the use of restraint?

- ○ Yes
- ◉ No

1. Even if the school district prohibits the use of restraint, if restraint incidents occurred during the 2022-2023 school year, the school district will have a plan for reducing the use of restraint and answer all questions.

If the school district allows the use of restraint, specify the school district's measurable annual goal for the 2023-2024 school year for reducing the number of incidents of restraint (goal must include a percentage for reduction).

Hernando County Schools will reduce the number of restraints by 5% for the 2023-2024 school years. All school administrators who are approved to report restraints and seclusion were trained on Policies and Procedures for Restraint and Seclusion. Administrators recommended staff to be Crisis Prevention Intervention (CPI) certified and established a crisis team. Crisis plan development is automatically initiated for students who are restrained twice in one semester. These plans will assist in reducing the use of restraints and support the goal of reducing restraint use by 5%.

2. The school district will have a plan for reducing the use of restraint, particularly in settings where it occurs frequently or with students who are restrained repeatedly. 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, Department of Juvenile Justice facilities, and contracted residential facilities must be included. Activities may include, but are not limited to, the following:

   a. Additional training in positive behavior interventions and support and crisis management;

   b. Parental involvement;

   c. Data review;

   d. Updates of students' functional behavioral assessments (FBAs) and positive behavior intervention plans (PBIPs);

   e. Additional student evaluations;

   f. Debriefing with staff;

   g. Use of schoolwide positive behavior support;

   h. Changes to the school environment;

   i. Analysis of data to determine trends; and

   j. Ongoing reduction of the use of restraint.

Indicate the total number of incidents of restraint during the 2022-2023 school year.

There were a total of 39 incidents of restraint in the 2022-23 school year.

Indicate the percentage of increase or decrease from the 2021-2022 rate to the 2022-2023 rate (trend data), whether the school district attained the 2022-2023 goal, and the rationale for the increase or decrease.

During the 2021-22 school year, there were 38 incidents of restraint. There was an increase of 1 additional restraint in the 2022-23 school year indicating an increase of 2.63%, therefore, we did not reach our goal of a 5% decrease. Although the overall number of restraints increased, the average number of restraints per pupil decreased from 2 to 1.56. These data indicate that the repeated use of restraint on individual students is decreasing.

How many students were restrained two or more times within the same semester?

There were four (4) students that were restrained two or more times within the same semester during the 2022-23 school year.

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

There were no students that were restrained 15 or more times in the 2022-23 school year.

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

- ○ Yes
- ◉ No

If no, describe how and when prone restraints are being used and include a plan for reducing the use of prone restraints.

Our district does not support the use of prone restraints. The only School Board approved training protocol for restraint is CPI (Crisis Prevention Intervention). Of the two reported incidents of prone restraint use in the 2022-23 school year, School Resource Officers were listed as using this restraint type.

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

- ◉ Yes
- ○ No

If no, describe how and when mechanical restraints are being used and include a plan for reducing the use of mechanical restraints.

Mechanical restraints are prohibited in all schools.

Describe the data reviewed from the 2022-2023 school year (which must include primary exceptionality, race or ethnicity of students restrained, and type of restraint used).

2022-23 data reflects 21 students with disabilities, 2 gifted students, and 2 nondisabled students accounted for 39 incidents of documented restraints; 22 of the students were male and 3 were female. The race/ethnicity of the 25 students were 6 Black/African American, 1 Multiracial, 13 White, and 5 Hispanic. The student's primary exceptionalities were 6-EBD, 8-ASD, 6-OHI, 1-IND, 2-Gifted, and 2-Nondisabled. The types of restraints used were 5- mechanical (SRO handcuffed student), 2- prone, 1-supine, 12-seated, 2-immobilization while in transport, and 17-standing.

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

The problem-solving team includes the teachers, behavior specialists/analysts, ESE Coordinators, school administrators, and technical assistance from the Florida PBIS Project. This team created a Postvention form for debriefing, and new training for all staff to develop skills in de-escalation techniques.

3. The crisis intervention plan must include:

a. Specific positive behavior interventions and supports to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;

b. Known physical and behavioral health concerns that will limit the use of restraint for the student; and

c. A timetable for the review and, if necessary, revision of the crisis intervention plan.

How often are the students' crisis intervention plans reviewed and revised?

Crisis intervention plans are reviewed upon completion with the entire IEP team. Behavior specialists/Analysts review this plan with the team to ensure all understand when and how to implement it. If another crisis occurs after the implementation of the crisis intervention plan that results in another restraint, the team will reconvene to review and possibly revise the plan. At minimum, if no crisis events occur that result in restraint after implementation, are reviewed during annual IEP meetings.

4. The following are examples of activities that may be considered for the purpose of reducing the use of restraint. Activities may include, but are not limited to:

a. Implement student-specific strategies, such as reviewing individual educational plans and Section 504 plans, conducting evaluations or reevaluations and FBAs, and evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress;

b. Implement school district and school strategies for increasing parental involvement;

c. Introduce or strengthen multi-tiered system of supports, which could include schoolwide positive behavioral support;

d. Provide additional professional development training in positive behavioral support and crisis management; and

e. Engage in problem solving with school administrators to make data-driven decisions regarding school environments.

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

Administrators will request CPI training for the establishment of a school-based crisis team. School staff will also be trained in verbal de-escalation techniques to reduce students escalating to risk behaviors. Mental Health supports and staff training have significantly reduced the probability of risk behaviors. When a restraint is done on campus, the school-based crisis team will hold a problem-solving meeting using a debriefing form following the COPING model in CPI workbooks. Crisis teams will evaluate the situation and develop a plan moving forward with the individual student and staff needs as a priority. The district will provide data to school administrators to follow-up on specific students, or classrooms. FLPBIS will continue to support the district with training and technical assistance regarding the development and fidelity of tiered interventions. SEDNET will provide assistance through training and materials to provide information to staff and families regarding the development of self-regulation skills particularly for the EBD populations around the district.

Use of SEDNET (Discretionary Project) resources, FLPBIS (Discretionary Project) Technical Assistance and professional development.

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

Did the school district have an incident of seclusion during the 2022-2023 school year?

- ○ Yes (Continue answering questions)
- ◉ No (Stop here)

1. The school district will have a plan for eliminating seclusion.

Specify the school district's measurable annual goal for eliminating the number of seclusion incidents.

2. The school district's plan for eliminating the use of seclusion must include activities, skills and resources needed to achieve that goal. Charter schools, Department of Juvenile Justice 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 behavior intervention plans (PBIPs);

    e. Additional student evaluations;

    f. Debriefing with staff;

    g. Use of schoolwide positive behavior support; and

    h. Changes to the school environment.

Indicate the total number of incidents of seclusion during the 2022-2023 school year.

Indicate the percentage of increase or decrease from the 2021-2022 rate to the 2022-2023 rate.

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

How many students in the school district were secluded? What were the specific activities, skills and resources implemented to reduce these rates to eliminate seclusion?

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

    a. Implement student-specific strategies, such as reviewing individual educational plans and Section 504 plans, conducting evaluations or reevaluations and FBAs, and evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress;

    b. Implement school district and school strategies for increasing parental involvement;

    c. Introduce or strengthen a multi-tiered system of supports, which could include schoolwide positive behavioral support;

    d. Provide additional professional development training in positive behavioral support and crisis management; and

    e. Engage in problem-solving with school administrators to make data-driven decisions regarding school environments.

Describe the activities and resources that are a part of the school district's plan to eliminate the use of seclusion.

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 300.647
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

The school 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 Individual Educational Plan (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 IEP team.

Ages of Students Served

For students with disabilities who have not graduated with a standard diploma, the school district will:

- (●) Provide services until the day the student turns 22 years old
- ( ) Provide services until the end of the semester in which the student turns 22 years old
- ( ) Provide services through the last instructional day of the school year for all students in the school district in which the student turns 22 years old, provided that the student was 21 years old on the first instructional day of school for all students in the school district

Indicate if the school district (including charter schools) serves infants and toddlers with disabilities, ages birth through 2 years old, in collaboration with Local Early Steps:

- ( ) Yes
- (●) No

Note: School districts may provide a FAPE to a child who will turn 3 years old during the school year. If this is the only circumstance for which the school district would provide services to a child who is 2 years of age, no should be checked.

Indicate if the school district (including charter schools) serves prekindergarten children with disabilities, ages 3 through 5 years:

- (●) Yes
- ( ) No

Section B.2: Parental Input and Meetings

Parental Input and Meetings

In accordance with section 1002.20(21)(a), Florida Statutes, *Meetings with school district personnel*, parents of public-school students may be accompanied by another adult of their choice at a 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 not are not limited to, meetings related to: the eligibility for exceptional student education or related services; the development of an individual family support plan; the development of an individual educational plan; the development of a 504 accommodation plan issued under section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the educational environment, discipline, or placement of a student with a disability.

2. The parents and school district personnel attending the meeting shall sign a document at the meeting's conclusion stating whether any school district personnel have prohibited, discouraged, or attempted to discourage the parents from inviting a person of their choice to the meeting.

One of the following must be selected:

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

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

Collaboration of Public and Private Instructional Personnel

Section 1003.572, F.S., provides:

1. As used in this section, the term "private instructional personnel" means:
    a. Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098 ,F.S.
    b. Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in paragraph (a) by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services under this section, a registered behavior technician must be employed by a provider described in paragraph (a);
    c. Speech-language pathologists licensed under s. 468.1185, F.S.;
    d. Occupational therapists licensed under part III of Chapter Part III F.S.;
    e. Physical therapists licensed under Chapter 486. F.S.
    f. Psychologists licensed under Chapter 490, F.S.
    g. Clinical social workers licensed under Chapter 491 F.S.
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 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 1012.321, F.S.

    For the purpose of implementing this rule, a school district may not impose any requirements beyond those requirements specified in this rule or charge any fees.
4. The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free appropriate public education under IDEA.

Written Agreements

1. The school district assures that written agreements are on file in the school district for multi-district programs and for the assignment of instructional personnel to a facility operated by another agency or organization. These written agreements have been developed and approved by all participating school boards or agencies. Each such agreement, in accordance with Rule 6A-6.0311, F.A.C., includes but is not limited to:
    a. Designating responsibilities for the implementation of school district procedures;
    b. Providing transportation;
    c. Providing program and staff supervision;
    d. Funding programs; and
    e. Dissolving the agreement.

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

- ○ Yes
- ◉ No

If yes, include the names of the school districts providing services and the types of exceptional student education (ESE) services provided by each school district.

N/A

3. Written agreements are on file for the provision of special education and related services to exceptional students from other school districts through multi-district programs.

- ○ Yes
- ◉ No

If yes, include the names of the school districts receiving services and the types of ESE services provided for each school district.

N/A

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

- ○ Yes
- ◉ No

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

N/A

Section B.4: Juvenile Justice Facilities, County Jails and Municipal Detention Facilities

Statutory and Regulatory Citations

34 C.F.R. § 300.2(b)(1)
Sections 951.176, 951.23, 1003.01, 1003.52, 1003.57, 1003.573 and 1011.62, F.S.
Rules 6A-1.045111, 6A-1.0503, 6A-6.0334, 6A-6.0361 and 6A-6.05281, F.A.C.

Juvenile Justice Facilities

1. In accordance with s. 1003.01(14)(b), F.S., "Juvenile justice provider" means the Department of Juvenile Justice (DJJ); the sheriff; or a private, public or other governmental organization under contract with the DJJ or the sheriff that provides treatment, care and custody, or educational programs for youth in juvenile justice intervention, detention or commitment programs.

2. The district school board of the county in which the residential or nonresidential DJJ 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. School districts have the option of providing the education services directly or may enter into an education services contract with a private provider.

   Note: Not every juvenile justice facility is under the jurisdiction of the DJJ.

3. School districts that enter into a contract with an educational provider are responsible for oversight. For exceptional students, school districts should ensure the following:

   a. Exceptional students have a current individual educational plan (IEP);

   b. The IEP contains measurable annual goals (including academic and functional);

   c. The IEP is being implemented;

   d. The parents are invited to IEP team meetings; and

   e. The appropriate team members are present at IEP team meetings.

Describe how the school district ensures that students who are in need of special education and related services are identified, located and evaluated in juvenile justice facilities.

The Hernando County School District works closely with the Pace Center for Girls to support them in the identification and evaluation of students with disabilities. A district school psychologist and social worker are assigned to Pace to guide and assist with intervention and evaluation. A district staffing specialist is also assigned to Pace for the purpose of maintaining the Individual Educational Plans, monitor progress reports, schedule/facilitate meetings, and assist with referrals for testing. The staff of Pace Center for Girls is invited to all district training, including that which focuses on identification and evaluation of students with disabilities

Describe how the school district ensures that special education and related services are determined by the student's needs and not the availability of services in juvenile justice facilities.

All students are entitled to a Free and Public Education (FAPE). Hernando County School District ensures that students with IEPs at Pace receive the services needed for their educational success. If a student requires services not offered by PACE (ie. Speech/Language, Occupational/Physical Therapy, etc.), an assigned therapist will deliver the service(s). Our Behavior Analysts/Specialists provide services through Functional Behavior Analysis and Behavior Intervention Plan development and implementation.

County Jails and Municipal Detention Facilities

1. County jails or municipal detention facilities are defined in accordance with s. 951.23, F.S.

2. Each county may contract with a district school board, the Florida Virtual School, or a charter school authorized to operate under s. 1002.33, F.S., to provide education services to inmates at county detention facilities. The education services may include any educational, career or vocational training that is authorized by the sheriff or chief correctional officer, or a designee.

3. All eligible students with disabilities under 22 years of age who have not graduated with a standard diploma or its equivalent who are detained in a county or municipal detention facility as defined in s. 951.23, F.S., shall be offered education services by the local school district in which the facility is located. These education services shall be based upon the estimated length of time the youth will be in the facility and the youth's current level of functioning. School district superintendents or their designees shall be notified by the county sheriff or chief correctional officer, or his or her designee, upon the assignment of a youth under 21 years of age to the facility.

4. A cooperative agreement with the local school district and applicable law enforcement units shall be developed to address the notification requirement and the provision of education services to these youth.

Describe how the school district ensures that all eligible-age students with disabilities who are in need of special education and related services are identified, located and evaluated in county jail or municipal detention facilities located within the school district.

Students who are subject to Florida's Compulsory Attendance Age Requirements and are housed within the Hernando County Detention Center (jail) will be provided education through the detention center/jail. Students are identified through communication between intake and Student Services. Inmates who meet the compulsory attendance age requirement are asked a series of questions, including their desire for educational services. The Hernando County School District contact will arrange with the county detention center/jail facility contact an IEP meeting date and time for both parties to meet and plan the student's educational program. If the student is age 16 or older and they refuse to accept educational services, the Hernando County School District contact will have the student complete and sign a Declaration of Intent to Terminate School Enrollment. This form will be maintained in the student's cumulative file. The Hernando County School District will maintain all records of the educational program of the student while at the county detention center/jail. Whenever a student is transferred or released, the county detention center/jail contact will notify the Hernando County School District contact so they may follow up appropriately.

Describe how the school district provides educational programming to students with disabilities under the age of 18 in county jails or municipal detention facilities located within the school district.

The student, parent/guardian, educational providers, and detention contact(s) are invited to a meeting to update the Individual Educational Plan (IEP) and provision of services. The IEP team will work collaboratively to identify the special education services and supports needed by the student and document them within the IEP. If additional evaluations are identified at this time, informed notice and consent for reevaluation will be requested. The time and date of services is coordinated with the county detention center/jail schedule so as not to interfere with normal daily routine requirements. The school system advertises and hires highly qualified teachers and one (1) school counselor to meet requirements of the county detention center/jail facility.

Describe the school district's process for serving students 18 through 21 years of age in county jails or municipal detention facilities who meet the following conditions:

- **The student had been identified as a student with a disability and received services in accordance with an IEP, but left school prior to incarceration.**

A student who was identified as a student with a disability and received services in accordance with an IEP, but left school prior to incarceration is still entitle to a free and appropriate public education (FAPE). Educational services will be offered. The LEA will contact the last school of record for the IEP. The Hernando County School District contact will arrange with the county detention center/jail facility contact an IEP meeting date and time for the IEP team to meet and update the student's educational program. The IEP team will work collaboratively to identify the special education services and supports needed by the student and document them within the IEP. If additional evaluations are identified at this time, informed notice and consent for reevaluation will be requested. The time and date of services is coordinated with the county detention center/jail schedule so as not to interfere with normal daily routine requirements. The Hernando County School District will maintain all records of the educational program of the student while at the county detention center/jail.

- **The student who had been identified as a student with a disability and did not have an IEP in the last educational setting.**

Students who did not have an IEP in their last educational setting, but who had actually been identified as a child with a disability, are entitled to FAPE. Every effort will be made to locate previous evaluations and/or IEP documentation. If additional evaluations are needed to better plan for the student's education, informed notice and consent for reevaluation will be requested. The Hernando County School District contact will arrange with the county detention center/jail facility contact an IEP meeting date and time for the IEP team to meet and update the student's educational program. The IEP team will work collaboratively to identify the special education services and supports needed by the student and document them within the IEP. The time and date of services is coordinated with the county detention center/jail schedule so as not to interfere with normal daily routine requirements. The Hernando County School District will maintain all records of the educational program of the student while at the county detention center/jail.

Describe the school district's process with county jail and municipal detention facility administrators to identify students who meet the abovementioned conditions under the Individuals with Disabilities Education Act.

To support meeting the Child Find requirements, the Hernando County Detention Center/jail maintains an intake process to determine which youth are already receiving special education and related services upon entry. They coordinate with the district designated contact (staffing specialist) to transfer student records, including special education eligibility evaluations and IEPs. This enables the provision of special education and related services required to meet the student's educational needs. Ensuring, when possible, the involvement of parents/guardians during the intake process helps the detention center and school district identify if the student has, or is suspected of having, a disability.

Describe the school district's process with county jail and municipal detention facility administrators to ensure that students 18 through 21 years of age receive a free appropriate public education, which includes special education and related services in accordance with students' IEPs.

Our district collaborates with facility administrators to locate those identified as a student with a disability under IDEA. An ESE Staffing Specialist is assigned to the Hernando County Detention Center/Jail and works in partnership with the detention center's designated contact to locate those individuals who currently have or may need an Individual Educational Plan (IEP). The IEP team convenes with the purpose of updating the IEP and providing the services needed by the student to receive a Free and Appropriate Public Education (FAPE).

Section B.5: Residential Facilities

Statutory and Regulatory Citations

34 C.F.R. § 300.2(b)(1)
Sections 951.176, 951.23, 1003.01, 1003.52, 1003.57, 1003.573 and 1011.62, F.S.
Rules 6A-1.045111, 6A-1.0503, 6A-6.0334, 6A-6.0361 and 6A-6.05281, F.A.C.

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 Rule 6A-6.0334(3), 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 education 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 appropriate public education and special education and related services, including services comparable to those described in the current individual educational plan (IEP), until the notification and procedures regarding payment are completed.

4. Each school district is responsible for assuring the proposed program at the nonpublic school or community facility is appropriate to meet the educational needs of the exceptional student with a disability, or early intervention needs of the infant or toddler with a disability, placed through a contractual agreement. This is not meant to limit the responsibility of agencies in the state other than the district school boards from providing or paying some or all of the cost of a free appropriate public education or early intervention services to be provided to children with disabilities ages birth through 21 years.

Contractual Arrangements with Private Schools

Statutory and Regulatory Citations

Sections 1002.42, 1003.52, 1003.573, 1011.61 and 1012.42, F.S.
Rules 6A-1.0503, 6A-1.0955 and 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 either of the following circumstances:

    a. When the school district has determined that no special educational program offered by it, a cooperating school district, or a state agency can adequately provide the educational program for the student; orb.

    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 in accordance with ss. 1003.57(3) and (4), F.S. The student’s IEP developed in accordance with Rule 6A-6.03028, F.A.C., may reflect that the residential placement is not required in order for the student to benefit from special education which could otherwise be provided by the school district during the day.

2. Each school district may 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 for the provision of a nonresidential interagency program that includes the provision of educational programming in accordance with the student’s IEP.

3. In collaboration with the Part C Early Steps Program, each school district may provide early intervention services for an infant or toddler with a disability through a contractual agreement with approved nonpublic or community facilities when the school district has determined that a nonpublic or community facility can provide appropriate services for the infant or toddler. The early intervention services shall be provided in accordance with an individualized family support plan (IFSP) developed in accordance with Rule 6A-6.03029, F.A.C.

4. The requirements of Rule 6A-6.0361(1), F.A.C., 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 s. 1003.52(3), F.S.

District Responsibilities

Before the school district executes a contract with a nonpublic school or community facility, the school district will determine that the school or facility:

1. 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.

2. 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.

3. Maintains current sanitation and health certificates and fire inspections for each appropriate building and will be open for inspection by appropriate authorities.

4. 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.

5. 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.
6. Has written procedures for admission, dismissal, and separation of students, if appropriate.
7. 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.
8. Has written policies concerning the care of the student in emergencies, clinical and administrative records, personnel policies, staff duties, fee schedules, food services, and insurance coverage.
9. Complies with requirements of the following: the Office for Civil Rights; the Americans with Disabilities Act; 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).
10. Files reports with the Florida Department of Education (FDOE) as prescribed in s. 1002.42, F.S., if applicable.

Contents of Contract

A contract between a district school board and a nonpublic school or community facility to provide educational programs for an exceptional student with a disability, or early intervention services to a child with a disability age birth through two years, shall not extend beyond the school district's fiscal year, and shall include at least the following:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Provision for notifying appropriate school district personnel and the parent of the use of seclusion or restraint of the student, in accordance with s. 1003.573, F.S.
7. 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.
8. Identification of financial responsibility.
9. Method of resolving interagency disputes. Such methods may be initiated by district school boards to secure reimbursement from other agencies.
10. 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.
11. Provision for terminating the contract.
12. 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 School District Responsibilities

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

1. Selecting an appropriate nonpublic school or facility in consultation with the parent and other appropriate agency personnel
2. Providing for transportation for students aged 3 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 school district and providing copies of the IEPs of students who are in residential placements to the FDOE, Bureau of Exceptional Education and Student Services.
9. Reporting, data collection, and monitoring the use of seclusion or restraint of the student, in accordance with s.1003.573, F.S.

Section B.6: 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 1. Section B.5.
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 and does not include students identified solely as gifted.
4. An individual educational plan (IEP) or individualized family support plan (IFSP) for the student has been developed as required.
5. Full-time equivalent (FTE) 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 FTE 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 Florida 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 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 this 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 receiving services in residential facilities "may not be reported by any school district for FTE funding in the [FEFP]."

Does the district contract for special education and related services with nonpublic schools, residential facilities, and or community facilities.

- (●) Yes
- ( ) No

If yes, describe the district's procedures for the following:

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

Hernando County School Board (HCSB) collaborates with Agency for Persons with Disabilities (APD) when a student has needs that go beyond the scope of the school district by the recommendation of APD. Upon request, APD provides documentation that the proposed facility is licensed and in good standing with the State of Florida.

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.

When the contract is developed between system and facility, a stipulation of the contract requires personnel be appropriately screened and certified including the out-of-field notification requirements. A copy of the contract is maintained in the district Exceptional Student Education department

Copies of the documentation of the qualifications of personnel in nonpublic schools or community facilities are kept on record with the Human Resources Department for the Hernando County School Board.

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 Individual Education Plans (IEPs) or Individual Family Support Plans (IFSPs) are maintained in the district Exceptional Student Education (ESE) office including monthly progress reports. A copy of the IEPs or IFSP's will be sent to the Department of Education, Bureau of Exceptional Education and Student Services.

Section B.7: 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.8: 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 C.F.R. §§ 300.111, 300.130 and 300.131 and ss. 1006.03 and 1003.57, F.S.

2. The focus for FDLRS's child-find activities is children birth to 5 years of age (not enrolled in a public school) and children attending nonpublic (private) schools. FDLRS also serves as a link between school districts and the identification, location, and evaluation services of the local county health units, Florida School for the Deaf and the Blind, and the individual school districts.

3. 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 school districts in providing testing and evaluation services for high-risk or infants and preschool children with disabilities.

4. For parentally placed private school students, the school 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 school district of the student's residence has the child-find responsibility.

Section B.9: Confidentiality of Student Records

In accordance with 20 United States Code § 1232g; 34 C.F.R. §§ 300.613 through 300.621; s. 1002.22, F.S.; and Rule 6A-1.0955, F.A.C., the school 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 school district will permit parents to inspect and review any educational records relating to their children that are collected, maintained or used by the school district, without unnecessary delay and before any meeting regarding an individual educational plan (IEP), individualized family support plan (IFSP), or educational plan (EP), or any hearing relating to the identification, evaluation or educational placement of the child, or the provision of a free appropriate public education (FAPE) to the student, and in no case more than 30 days from the request. The parent has the right to:

        i. A response from the school district for reasonable explanation and interpretation of the records,

        ii. Request that the school district provide copies of the records if failure to do so would deprive the parent of the right to review the records, and

        iii. Have a representative of the parent inspect and review the records;

    b. The school 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 school district keeps a record of parties obtaining access to student records, other than the parent or authorized school 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 school 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 school 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 school district amend the information.

    b. The school district will decide whether to amend the information in accordance with the request within a reasonable period of time.

    c. If the school 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 school 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 school 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 school district.

    f. Any explanation placed in the student's record will be maintained by the school district as part of the student's record as long as the school district maintains the record or the contested portion. If the record is disclosed by the agency to any party, the explanation will also be disclosed.

3. Consent

    a. Parental consent will be obtained before personally identifiable information is disclosed to anyone other than officials of the school 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 school district will protect the confidentiality of personally identifiable information during the collection, storage, disclosure, and destruction of records.

    b. The principal, or a designee, of 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 school district will maintain for public inspection a current listing of the names and positions of those employees within the school district who have access to personally identifiable information.

5. Destruction of information

    a. The school 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 school 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 C.F.R. § 99.7. Items to be included in the notice are:

i. The right to review and inspect the student's education records, including the procedures to exercise this right;

ii. 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;

iii. 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; and

iv. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the requirements of FERPA.

b. The school 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. FAPE

The school district ensures that FAPE is available to all students with disabilities residing in the school district aged 3 through 21 years, including students with disabilities who have been suspended or expelled from school; students with disabilities who have graduated with a certificate of completion, but have not attained the age of 22 years; 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 does not apply to students who have graduated from high school with a standard diploma and who did not defer receipt of the diploma in accordance with s. 1003.4282(8)(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 (known as a GED), in accordance with Rule 6A-6.03028(1)(a), F.A.C.

8. Transition from Part C to Part B

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

9. Funding formula

The school 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 school district ensures that matrices reflect current services. If services change as the result of an IEP team decision, the school 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 FAPE.

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 Florida Education Finance Program (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.10: Coordinated Early Intervening Services (CEIS)

The Individuals with Disabilities Education Act (IDEA) regulations, 34 C.F.R. § 300.226, permit a local educational agency (LEA) to voluntarily use up to 15 percent of Part B funds to develop and implement CEIS.

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:

1. Direct instruction of students in kindergarten through grade 12, with a particular emphasis on students in kindergarten through grade three;

2. 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

3. 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 C.F.R. § 300.646(d)(2).

Section B.11: National Instructional Materials Access Center (NIMAC)

Statutory and Regulatory Citations

34 C.F.R. § 300.172

1. The school district assures compliance with the National Instructional Materials Accessibility Standard (NIMAS) to provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
2. Instructional materials may be purchased through the NIMAC in the same manner and conditions as authorized by the state.
3. School districts may choose not to coordinate with the NIMAC but must ensure that children with disabilities who need instructional materials in accessible formats receive those materials in a timely manner.

Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

34 C.F.R. §§ 300.121 and 300.500 through 300.536
Sections 1002.22, 1003.57, 1003.571 and 1008.212, F.S.
Rules 6A-1.0955, 6A-6.03311 through 6A-6.03313, 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:

   a. Upon initial referral or parent request for evaluation;

   b. Upon receipt of the first state complaint under 34 C.F.R. §§ 300.151 through 300.153 and upon receipt of the first due process complaint under 34 C.F.R. § 300.507 in a school year;

   c. In accordance with the discipline procedures in 34 C.F.R. § 300.530(h) (when a change in placement occurs);

   d. Upon request by a parent; and

   e. 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 window be granted or denied.

One of the following must be selected:

- (●) The school district will use the Florida Department of Education's (FDOE's) *Notice of Procedural Safeguards for Parents of Students with Disabilities*, as posted on the FDOE's website, to inform the parents as required.
- ( ) The school 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 school 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:

   a. Upon initial referral for evaluation

   b. Upon refusal of a parent's request to conduct an initial evaluation

   c. Upon notification of each educational plan meeting

   d. Upon receipt of a request for a due process hearing by either the school district or the parent

One of the following must be selected:

- (●) The school district will use the FDOE's *Procedural Safeguards for Exceptional Students who are Gifted*, as posted on the FDOE's website to inform the parents as required.
- ( ) The school district will use a different notice of procedural safeguards for parents of students who are gifted to inform the parents as required. A copy of this notice is located in Appendix A.2.
- ( ) This section is not applicable for the Department of Corrections.

A due process hearing shall be conducted by an administrative law judge appointed as required by s. 120.65, F.S., from the Division of Administrative Hearings (DOAH), Department of Management Services, on behalf of the FDOE.

Describe the school district's policies and procedures to ensure that the school district files a parent's due process hearing request with DOAH as soon as possible following receipt of the request.

Upon receiving a parent's due process, the departments administrative assistant will file the due process electronically with DOAH immediately if during a business day, if not received on a business day or during business hours, then it will be filed on the next available business day during business hours.

Describe the school district's policies and procedures to ensure that within 15 days (seven days if expedited) of receiving notice of a parent's due process hearing request, the school district convenes a resolution meeting with the parent and the relevant members of the IEP team unless the parent and the school district agree in writing to waive the meeting or use the mediation process.

When the Hernando County School District is notified of a due process hearing request, the school district will have 10 calendar days to respond to the due process complaint. If the school district files a due process complaint the parent will have 10 calendar days to respond to the issues listed in the schools complaint. The district will schedule a resolution meeting within the fifteen-day timeline with the relevant IEP team members. If the parent files an expedited due process hearing request, the district will hold a resolution meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint within 7 calendar days. All resolution meetings will include a representative of the district who has the decision-making authority on behalf of the district and may not include an attorney of the district unless the parent is accompanied by an attorney. The resolution meeting will convene with the parents and the relevant members of the IEP team. The IEP Team members will have specific knowledge of the facts identified in the due process complaint. A resolution meeting doesn't need to be held if the parent and the district agree in writing to waive the meeting; or the parent and the district agree to participate in mediation. If a resolution does not resolve the issues that were presented to both parties' satisfaction, then a due process hearing may proceed.

Describe the school district's policies and procedures for ensuring that the parent and the school district determine the relevant member or members of the IEP team to attend the resolution meeting.

The parent and school district will work cooperatively to select IEP team members for the resolution meeting. These members will be required to have specific knowledge and facts identified in the parent's due process complaint (§300.510(a)(1). Meeting members should include the parents, the LEA representative who can make decisions on behalf of the school, and any IEP team member with relevant information about the issue being discussed. In addition, the parent may invite a person/persons of their choice to the meeting, such as an advocate or family friend.

Describe the school district's specific policies and procedures related to how information about dispute resolution mechanisms available to parents according to the notice of procedural safeguards for students with disabilities and the notice of procedural safeguards for students who are gifted are made available to and shared with parents and local stakeholders. Additionally, please provide web links to these resources, if applicable.

Paper copies of the Procedural Safeguards for Students with Disabilities or Procedural Safeguards for Students Who Are Gifted are offered to parents on multiple occasions throughout the school year. These occasions include eligibility, annual review, any IEP meeting, administratively assigned out of school suspension, and at discipline manifestation meetings. Procedural Safeguards are also provided with meeting invitations through a QR code. The Local Education Agent (LEA) offers to review the Safeguards, including information about dispute resolution, at every IEP meeting. The safeguards and mechanisms are also reviewed through the Hernando County Exceptional Student Education Advisory Council and through in-person meetings with non-profit private schools.

Describe any specific alternate dispute resolution and stakeholder involvement options that are made available to parents of students with disabilities.

Hernando County School District works with parents and schools to solve disputes through district guided meetings. Our district ESE leaders work to find student-focused solutions that are acceptable by all. Follow up is completed to ensure child, parent, and school are supported. Our district also has a parent liaison on staff. This position supports parents by connecting them with resources, attending IEP/school meetings with them, and assisting them in filing a state complaint, if needed. Our district also follows state guidance by working through mediation and facilitated IEPs.

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

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 school 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 school district may not continue to provide special education and related services to the student.
4. The school district will not use mediation or due process procedures to challenge the parent's revocation of consent.
5. The school district is not required to convene an individual educational plan (IEP) team or develop an IEP for further provision of special education and related services for the student.
6. The school district is not required to amend the student's education records to remove any reference to the student's previous receipt of such services.
7. The school district will not be considered to be out of compliance with the Individuals with Disabilities Education Act for failure to provide a free appropriate public education to an otherwise eligible student.

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(8), F.S., for a student with an individual educational plan to satisfy the standard high school diploma requirements will not be available.

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.320 and 300.520
Chapter 744, F.S.
Sections 393.12 and 1003.5716, F.S.
Rules 6A-6.03011, 6A-6.03028, 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 18th birthday, the school 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 (IEP) 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. At least one year before the student reaches the age of majority, the school district must provide to the student and parents, information and instruction on self-determination and the legal responsibilities regarding educational decisions that transfer to the student upon attaining the age of 18. This instruction and information must include the ways in which the student can provide informed consent to allow his or her parent to continue to participate in educational decisions, including:

    a. Informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act as provided in s. 1002.22, F.S;

    b. Powers of attorney as provided in Chapter 709, F.S.;

    c. Guardian advocacy as provided in s. 393.12, F.S.; and

    d. Guardianship as provided in Chapter 744, F.S.

4. 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 18th birthday.

5. The IEP in effect at the beginning of the school year the student is expected to graduate must include a signed statement by the parent or guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer receipt of his or her standard high school diploma.

6. 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.

7. 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.

8. 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 a 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 a 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.

Describe the school district's procedures for when 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.

At age 18, all rights afforded to parents under Part B of the Individuals with Disabilities Education Act transfer to the student, unless the student has been determined to be incompetent under state law as established by Chapter 744, F.S., or a guardian advocate has been appointed to make decisions affecting educational services as provided by Section 393.12, F.S. If a student has been determined to be incompetent, then rights would not transfer to the student and would be retained by the individual appointed by the court as the student's guardian. 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:

- Have their child declared incompetent and the appropriate guardianship established in accordance with the provisions of Chapter 744, F.S.;
- Be appointed to represent the educational interests of their child throughout the child's eligibility for specially designed instruction and related services consistent with Rules 6A-6.03011 through 6A-6.03018, and Rules 6A-6.03020 through 6A-6.03023, FAC, in accordance with Section 393.12, F.S.; or,
- Have another appropriate individual appointed to represent the educational interests of their child throughout the child's eligibility for specially designed instruction and related services consistent with Rules 6A-6.03011 through 6A-6.03018, and Rules 6A-6.03020 through 6A-6.03024, FAC, if the parent is not available in accordance with Section 393.12, F.S.
- In circumstances where the family has been unable to secure the needed legal documentation when the student has turned 18 and there are concerns about the student's ability to participate in the process of educational decision-making, the district will continue to work closely with the student's parents to ensure that appropriate decisions are made. This is known as the principle of Implied Consent. In cases where families fail to initiate necessary legal procedures upon the student reaching 18, thereby preventing explicit consent, the concept of implied consent is recognized, particularly in emergencies or situations guided by customary practices. Implied consent is interpreted within legal and ethical boundaries, with careful consideration of individual rights and welfare. However, the district will continue to encourage the family to pursue the legal alternatives including providing the family with the needed information, resources, and any assessments or re-evaluations to assist them.

In addition to the above, House Bill (HB) 19 (2023) amends S. 1003.5716, F.S. student and families one year prior to the student turning 18 are provided "information and instruction on self-determination and the legal rights and responsibilities regarding the educational decisions that transfer to the student upon attaining the age of 18.

The information includes the ways in which the student may provide informed consent to allow his or her parent to continue to participate in educational decisions, including Informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act (FERPA) as provided in s. 1002.22. In addition to more restrictive legal alternatives for students who are unable to make some or all of their educational decisions from least to most restrictive information is shared with parents consisting of Powers of attorney as provided in Chapter 709, F.S.; Guardian advocacy as provided in s. 393.12, F.S; and Guardianship as provided in Chapter 744, F.S." (HB 19 (2023) Individual Education Plans).

Below are the in-depth procedural steps:

1. **Notification and Planning:**

- At least one year prior to the student's 18th birthday (i.e., on or before the student's 17th birthday), during the Transition Individual Educational Plan (IEP) meeting, the student and his or her parent must be informed of the rights that will transfer to the student upon his or her 18th birthday. The Transition IEP shall document that this information has been provided.
- For students with significant disabilities, Hernando County School District will begin providing information to families before age 17 regarding the transfer of rights and necessary legal steps if the student is unable to provide informed consent.

Age of Majority Meeting (One Year Prior to Age 18):

- A transition planning meeting will be scheduled to discuss upcoming changes and evaluate the student's ability to make informed decisions. This meeting will include the student, parents/guardians, exceptional student education staff, and other relevant professionals.
- Families will be provided information on legal options if they believe the student cannot make decisions independently, including supported decision-making, power of attorney, guardian advocacy, and guardianship.

Actions Upon Student Turning 18:

- When the student attains his or her 18th birthday, a notice regarding the transfer of rights must be provided to the student and parent. These rights include examining records, participating in meetings, consenting to evaluations, and requesting mediation or due process hearings. The right to prior written notice is held by the student.
- Hernando County School District will continue to work closely with the student's parents to ensure appropriate decisions are made if there are concerns about the student's decision-making ability.
- Parents no longer retain the right to notice if the student is incarcerated in a county jail.

Legal Processes and Resources:

Hernando County School District will provide comprehensive information and resources to families of students who may not be able to provide informed consent. This includes explanations of rights transfer and legal options, as well as contact information for legal aid and relevant organizations.

- **Community Legal Services of Mid-Florida, Inc.** Community Legal Services is a full service civil legal aid law firm that promotes equal access to justice, which is a core American value. Helpline 1-800-405-1417

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- **Hernando County Clerk of Circuit Court:** The Clerk's office can provide forms, instructions, and possibly referrals for legal aid related to guardianship matters. Website: Hernando County Clerk of Circuit Court & Comptroller – Hernando County Clerk of Circuit Court & Comptroller (hernandoclerk.com) Phone: 352-754-4201 (Automated Attendant)

Websites and Publications:

- Project 10 Transition Education Network Considering Age of Majority Publication: http://project10.info/Documents/Considering_Age_of_Majority_for_Website_Posting_12.15.23.pdf
- Disability Rights Florida: What Are the Alternatives to Guardianship? https://disabilityrightsflorida.org/disabilitytopics/disability_topic_info/what_are_the_alternatives_to_guardianship
- Florida Developmental Disabilities Council - Developing Abilities and Restoring Rights: A Guide for Supporting Persons with Disabilities: https://fddc.org/wp-content/uploads/2020/08/Developing-Abilities-Restoring-Rights-Guide.pdf
- Family Network On Disabilities (Parent to Parent Centers): https://fndusa.org/contact-us/
- The Florida Bar - Guidance Offered for Parents of Teens with Special Needs: https://www.floridabar.org/the-florida-bar-news/guidance-offered-for-parents-of-teens-with-special-needs/
- Florida Statutes: http://www.leg.state.fl.us/Statutes/index.cfm?Mode=Search%20Statutes&Submenu=2&Tab=statutes
- The National Resource Center for Supported Decision-Making: http://supporteddecisionmaking.org/

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Assessment of Decision-Making Capacity

Hernando County School District will conduct a comprehensive evaluation to assess the student's capacity to provide informed consent if requested by the family. This includes cognitive and psychological assessments, observations, and input from teachers and support staff, as well as continuing to encourage the family to seek out a statement from the student's medical provider.

The results of the evaluation will be documented in a formal report, shared with the student's educational team and family, to assist in pursuing the needed legal options.

The school district has the option to include model forms pertaining to a student with a disability who has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program.

- ○ The school district's model forms can be found in Appendix A of this document.
- ◉ There are no additional forms for this section.

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 the Individuals with Disabilities Education Act 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.
        i. This prohibition includes group home staff and therapeutic foster parents.
        ii. 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.
        iii. 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.
        i. The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
        ii. The court must accept a surrogate parent duly appointed by a district school superintendent.
    e. A surrogate parent appointed by the district school superintendent or the court must be accepted by any subsequent school or school district without regard to where the child is receiving residential care so that a single surrogate parent can follow the education of the child during his or her entire time in state custody.
    f. Nothing in s. 39.0016, F.S., or in Rule 6A-6.0333, F.A.C., shall limit or prohibit the continuance of a surrogate parent appointment when the responsibility for the student's educational placement moves among and between public and private agencies.
    g. For a child known to the DCF, the responsibility to appoint a surrogate parent resides with both the district school superintendent and the court with jurisdiction over the child.
        i. If the court elects to appoint a surrogate parent, notice shall be provided as soon as practicable to the child's school.
        ii. 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:
        i. The child is determined to no longer be eligible or in need of special programs, except when termination of special programs is being contested.
        ii. The child achieves permanency through adoption or legal guardianship and is no longer in the custody of DCF.
        iii. 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.
        iv. The appointed surrogate no longer wishes to represent the child or is unable to represent the child.

v. 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.

vi. 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; and

c. Must represent the interests and safeguard the rights of the child in educational decisions that affect the child.

4. The responsibilities of the person appointed as a surrogate parent shall not extend to the care, maintenance, custody, residential placement, or any other area not specifically related to the education of the child, unless the same person is appointed by the court for such other purposes.

5. A person appointed as a surrogate parent shall enjoy all of the procedural safeguards afforded a parent with respect to the identification, evaluation, and educational placement of a student with a disability or a student who is suspected of having a disability.

6. A person appointed as a surrogate parent shall not be held liable for actions taken in good faith on behalf of the student in protecting the special education rights of the child.

7. A school district may compensate persons appointed as surrogate parents. A person acting as a surrogate parent is not an employee of the school district or FDOE-contracted program solely because he or she is paid by the school district or FDOE-contracted program to serve as a surrogate parent.

8. In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency or transitional shelters, independent living programs, and street outreach programs, as well as McKinney-Vento liaisons or other school district staff, may be appointed as temporary surrogate parents without regard to the requirements until a surrogate can be appointed who meets all of the requirements.

Describe the school district's procedures for determining when a student who has or is suspected of having a disability needs a surrogate parent, including documentation of reasonable efforts to locate or contact the parent, if applicable. (i.e., no clear evidence that parental rights have been terminated).

A child is considered to be in need of a surrogate parent when the child is an exceptional student or is suspected of being an exceptional student (Rule 6A-6.0333, FAC) and any one of the following apply: · The child's parent, after diligent inquiry, remains unknown. · The whereabouts of a parent cannot be discovered (including when the child is an unaccompanied homeless youth). · The child is a ward of the state or the court. Efforts to contact the parent are documented through U.S. mail, email, phone calls, and/or home visits. The Hernando County School Board assumes the responsibility for the recruitment, training, appointment, and assignment of the surrogate parent (Rule 6A-6.0333(2), FAC).

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

Many local resources are utilized to promote and recruit for the surrogate program including but not limited to: • Placing a notice in the community news section of the local newspaper. • Running a request for volunteers on the community bulletin board of the local public television, public access cable station, and Hernando Instructional Television (HITV). • Requesting to be on the program at meetings of organizations such as the Parent-Teacher-Association (PTA) or Parent-Teacher Organization (PTO), Exceptional Student Education (ESE) Advisory Board, etc. No financial compensation will be provided for surrogate parent services.

Training surrogate parents: The Hernando County ESE department, in collaboration with FDLRS, will conduct surrogate parent training bi-annually unless a need arises more frequently. Topics covered in the training will include, but not limited to: • the referral • evaluation • staffing • program planning aspects of ESE programs • rights and responsibilities of ESE students and surrogate parent(s) • components of an Individual Education Plan (IEP) and Procedural Safeguards • confidentiality of student records and information • information and assistance available to surrogate parent(s). All surrogate parents who complete the required training will receive a certificate of completion. After the eligible applicant participates successfully in the introductory training, their names will be placed on Hernando County's "surrogate parent" list for consideration as a match for an individual student in need of a surrogate parent. Any surrogate parent(s) who have been appointed by a judge, including a guardian ad litem must also be trained by the Hernando County School district or provide verification of an equivalent training from another school district in Florida.

Appointing a Surrogate Parent: The ESE Program/Staffing Specialist or Administrator of the school will notify the ESE Director of a child in need of a surrogate parent and send in the Request for a Surrogate Parent Form. The ESE Director will verify the need for a surrogate parent and match the surrogate parent to the student. The surrogate parent will receive an appointment letter signed by the Superintendent (Rule 6A-6.0333(2) (a), (FAC) which will be mailed to the appointed surrogate parent. The surrogate parent will then sign an acceptance letter. When the ESE Director receives a "Request for a Surrogate Parent" form from an ESE program staffing specialist, school administrator or DCF/Lead agency case manager then a surrogate parent will be matched to that student and documented on the "Surrogate Parent Notification of Student Assignment" form. The surrogate parent will remain assigned to that student until the student's status changes as documented on the "Letter of Termination of Surrogate Parent Assignment" form. The student's legal status and need for a surrogate parent will be reviewed by the ESE program staffing specialist prior to every ESE meeting.

One of the following must be selected:

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

Section E: Individual Educational Plans (IEPs) and Educational Plans (EPs) 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, or

   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

   a. 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:

      i. Adopts the student's IEP or EP from the previous school or school district, or

      ii. 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.

   b. 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.

   c. 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 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) will provide the student with a FAPE (including services comparable to those described in the student's IEP from the previous school district) until the new Florida school district does the following:

   a. Conducts an initial evaluation in accordance with Rule 6A-6.0331, F.A.C., or determines that evaluation is not necessary, and

   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.

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 school 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 through 4 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 C.F.R. § 99.31; and the previous school district in which the student was enrolled must take reasonable steps to promptly respond to the request from the new school district.

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

Statutory and Regulatory Citations

34 C.F.R. § 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 in the following:

1. Regarding services required to provide a free appropriate public education (FAPE) to an eligible student under the Individuals with Disabilities Education Act (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 a 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 school 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):
        i. Decrease available lifetime coverage or any other insured benefit;
        ii. 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;
        iii. Increase premiums or lead to the discontinuation of benefits or insurance; or
        iv. 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:
        i. The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student;
        ii. The purpose of the disclosure, such as the purpose of billing for services;
        iii. The agency to which the disclosure may be made; and
        iv. 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:
        i. A statement of the parental consent provision in Rule 6A-6.03028(3)(q)1.d., F.A.C.;
        ii. A statement of the no-cost provisions of Rule 6A-6.03028(3)(q)1., F.A.C.;
        iii. 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; and
        iv. A statement that the withdrawal of consent or refusal to provide consent to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
2. Regarding 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 proceeds, the agency must obtain parental consent and inform the parents that their refusal to permit the school district to access their private insurance does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
3. If a school district is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required to ensure a FAPE, the school district may use its IDEA Part B funds to pay for the service. To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the school district may use its IDEA Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

Section G: General Education Intervention Procedures

Statutory and Regulatory Citations

34 C.F.R. §§ 300.302, 300.306 and 300.308 through 300.310
Sections 381.0056 and 1008.25, 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 school 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 school district's responsibility to implement a multi-tiered system of supports (MTSS) 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 school 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 school 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 a 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 school 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

   a. The school district implements evidence-based interventions addressing the identified areas of concern in the general education environment.

   b. 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 areas of concern, select and implement interventions, monitor effectiveness of the interventions, and modify intervention or intensity when needed.

   c. 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.

   d. The school 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:

   a. Children younger than kindergarten-entry age who are not enrolled in kindergarten

   b. Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.

   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.

   d. 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; 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 school district have an MTSS procedures document or website?

- (●) Yes
- ( ) No

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

The district MTSS handbook and supporting documents is accessed by all school staff and teachers through the district intranet. Parent information is accessible to families through the district website: Multi-Tiered Systems of Supports (MTSS) | Students & Families (hernandoschools.org)

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

Hernando County has a district-wide expectation for the use of data-based problem solving at the district, school, grade, subject, and individual student level. These expectations for problem solving and the provision of strong instruction and tiered intervention matched to student needs are communicated through the District Strategic Plan, School Improvement Plans, Student Progression Plan and School Procedures Handbook, District Reading Plan, Student Code of Conduct, and MTSS Academic and Behavior Resource Maps. In addition to district documents setting a basis for problem solving and Multi-Tiered System of Supports (MTSS) Implementation, MTSS procedural documents, written resource tools, and district-developed forms are available for use by schools and staff. An MTSS procedures handbook is available to all staff and includes district documents, written resource tools and district developed forms. Skyward is the database currently utilized to document interventions, progress monitoring, and evaluation measures. Various reports, including specific sub groups or individual reports, can be generated as needed. Both academic and behavioral data reports are part of the MTSS process and integrated by the problem solving teams. Discrete elements can be isolated to assist in the problem identification and analysis.

Describe what academic and behavior progress monitoring tools and data teams use to monitor student response to intention. Address the following in your response:

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

Documentation of tiered instruction and intervention is necessary and should be maintained within the RtI folder for individual students, which is then housed in the student cumulative file. At Tier I, documentation from the teacher(s) and administration includes: (a) An indication of what Tier I data support the student's need for Tier 2 supports (e.g., Does the student's skill level fall below a designated level that defines/ mandates the need for more support?), (b) A description of instruction provided at Tier I (e.g. 90 minutes reading, 60 minutes math), and (c) Evidence of parental contact and/or involvement.

Administration: The Principal or his/her designee is asked to certify that Tier I instruction is delivered with integrity and fidelity and instructional needs are being addressed. Administration maintains documentation of core instruction (no specifics are required in the individual student's file); however, the Principal should initial the Documentation Record form to indicate the integrity of core instruction for those students receiving multiple tiers of instruction.

Tier 2 is targeted, supplemental intervention and supports provided to some students in addition to and aligned with core instruction, addressing both academic and behavioral needs. Students are identified as needing supplemental intervention based upon universal screening data, attendance and discipline data, teacher nomination, classroom assessments, district common assessments and statewide summative assessments. Supplemental supports provided to students are designed to increase specific academic and behavioral skills. Tier 2 interventions are delivered in small groups to students with similar needs, and is provided in addition to the core instruction provided to all students.

Documentation of Tier 2 for Individual Student Files: K-5

Tier 2 interventions for students in grades K-5 are documented on Progress Monitoring Plan (PMP) forms. At Tier II, documentation from the teacher(s) and administration includes: (a) Progress Monitoring Plan (PMP) form(s) documenting the identified problem, specific evidence-based intervention program or strategies, person delivering the intervention, time and location of the intervention, (b) For ESE students, the IEP may serve as the state-approved intervention plan document and specific interventions may be recorded on the MTSS Documentation of Specially-Designed Tiered Instruction and Supports form, (c) Comparisons of universal screening, common assessment, and progress monitoring data are obtained to examine student deficits in relation to state, district, school, class, and/or subgroup averages, as well as to other students receiving Tier 2 supports, (d) Graph or visual representation of student progress monitoring data, (e) Logs of intervention delivery to document when the intervention has been delivered, (f) Documented observations from the teacher. Additional observations, such as a direct observation from a problem-solving team member and/or the Speech-Language Pathologist, may also be appropriate, especially for students not demonstrating a positive response to Tier II, (g) Evidence of parental contact and/or involvement, including sharing progress monitoring data with parents at regular intervals, (h) A PMP Conference form is available to guide parent-teacher conferences,

(i) Written parental notification of a reading deficiency is suggested for students whose skills are below grade level in reading, and (j) Administrators are asked to certify the fidelity of the intervention delivery on the MTSS Academic Documentation Record form.

Documentation of Tier 2 for Individual Student Files: Grades 6-12

Tier 2 interventions for secondary students are documented through a district-wide and/or school-wide progress monitoring plan and are not individually recorded for all students. *Tier 2 documentation for an individual student's RtI file is generally collected for students demonstrating a poor response to instruction/intervention and thus needing Tier III intensive supports. Documentation from the teacher(s), certified school counselors, and administration includes: (a) Progress Monitoring Plan (PMP) form(s) documenting the specific evidence-based intervention program or strategies, person delivering the intervention, time and location of the intervention, (b) Comparisons of universal screening, common assessment, and progress monitoring data are obtained to contextualize student deficits when compared to state, district, school, class, and/or subgroup averages, as well as comparisons to other students receiving Tier 2 supports, (c) Graph or visual representation of student progress monitoring data, (d) Documented observations from the teacher. Additional observations including a direct observation from a problem-solving team member and/or the school-based Speech-Language Pathologist may also be appropriate, especially for students not demonstrating a positive response to Tier II, (e) Evidence of parental contact and/or involvement. A PMP Conference form is available to guide the discussion during parent-teacher conferences, and (f) Intervention logs are not expected when Tier 2 supports are provided through scheduled courses. Instead, the student's schedule and attendance serve as evidence of the intervention delivery.

Tier 3 is intensive, individualized interventions and supports provided to only a small percentage of students in addition to and aligned with the core instruction and supplemental interventions. Students are identified as needing intensive intervention based upon their response to Tier 2 intervention, attendance or discipline data, teacher nomination, statewide summative assessments, and universal screening data, or a skill deficit well below age and grade level. At Tier 3, interventions are more individualized and are based upon additional, in-depth problem analysis, or through a functional perspective such as a Functional Behavior Assessment.

Documentation of Tier 3 for Individual Student Files: Grades K-5

Tier III interventions for students in grades K-5 are documented on district-developed intervention forms. At Tier III, documentation from the teacher(s), problem-solving team, and administration includes: (a) Provide parents the handout entitled: Parent Information for Students Receiving Intensive Interventions, (b) Progress Monitoring Plan (PMP) form(s) or Individualized Intervention Plan for Accelerated (Catch-Up) Growth documenting the identified problem, problem analysis (hypotheses for why the problem is occurring), specific evidence-based intervention program or strategies, person delivering the intervention, time and location of the intervention, support plan for the interventionist, and plan for progress monitoring, (c) For ESE students, the IEP may serve as the state-approved intervention plan document and specific interventions may be recorded on the MTSS Documentation of Specially-Designed Tiered Instruction and Supports form, (d) Comparisons of universal screening, common assessment, and progress monitoring data are obtained to contextualize student deficits when compared to state, district, school, class, and/or subgroup averages, as well as comparisons to other students receiving tiered interventions, (e) Graph or visual representation of student progress monitoring data, (f) Logs of intervention delivery to document when the intervention has been delivered, (g) Observations including a direct observation from a problem-solving team member and/or the school-based Speech-Language Pathologist, if appropriate, (h) Sensory screenings (hearing and vision) to rule out sensory deficits as the cause of the academic deficit, (i) Evidence of parental contact and/or involvement, including sharing progress monitoring data with parents at regular intervals. A PMP Conference form is available to guide the discussion at parent-teacher conferences, (j) Written parental notification of a substantial reading deficiency is required for designated students in grades K-3 (per Florida Statute, as defined in the District Reading Plan and the Hernando County Student Progression Plan & School Procedures Handbook), and (k) Administrators are asked to certify the fidelity of the intervention delivery on the MTSS Academic Documentation Record form for elementary students.

Documentation of Tier 3 for Individual Student Files: 6-12

Tier III interventions for students in grades 6-12 are documented on Progress Monitoring Plan (PMP) forms. At Tier III, documentation from the teacher(s), problem-solving team, and administration includes: (a) Provide parents the handout entitled: Parent Information for Students Receiving Intensive Interventions, (b) Progress Monitoring Plan (PMP) form(s) and/or Individualized Intervention Plan for Accelerated (Catch-Up) Growth documenting the identified problem, problem analysis (hypotheses for why the problem is occuring), specific evidence-based intervention program or strategies, person delivering the intervention, time and location of the intervention, support plan for the interventionist, and plan for progress monitoring, (c) Comparisons of universal screening, common assessment, and progress monitoring data are obtained to contextualize student deficits when compared to state, district, school, class, and/or subgroup averages, as well as comparisons to other students receiving tiered interventions, (d) Graph or visual representation of student progress monitoring data, (e) Observations including a direct observation from a problem-solving team member and/or the school-based Speech-Language Pathologist, as deemed appropriate, may be helpful in providing input into what barriers to learning may exist for the student (problem analysis/cause analysis), (f) Sensory screenings (hearing and vision) to rule out sensory deficits as the cause of the academic deficit, (g) Evidence of parental contact and/or involvement, including sharing progress monitoring data with parents at regular intervals. A PMP Conference form is available to guide the discussion at parent-teacher conferences, and (h) Administrators are asked to certify the fidelity of the intervention delivery on the MTSS Academic Documentation Record form for Secondary.

The need to look further into a possible need for an evaluation is based primarily on educational and/or behavioral need. The team continues to frequently make decisions based upon the ongoing data collection and revisit if the need for specially designed instruction may/may not be warranted. Criteria for initiating an evaluation to determine if a student is eligible for special education and related services include: a. General education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and the data indicate that the student may be a student with a disability who needs special education and related services; b. Evaluation is initiated at the parent's request and the general education activities will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or c. The nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student. (Subject to approval from the Director of Exceptional Student Education) If the school-based team suspects that a student has a disability based on the criteria indicated above, then: (a) The school-based MTSS coordinator requests parental consent to evaluate within 30 calendar days of the suspected disability, (b) The school-based MTSS coordinator ensures all referral documentation is compiled and provided to the ESE Staffing Specialist, and (c) The ESE Staffing Specialist distributes the referral for evaluation to all relevant evaluators for completion of the evaluation.

Describe how the school district monitors implementation and fidelity of problem identification, problem analysis, intervention development and intervention effectiveness. Address the following in your response:

- **How is problem-solving documented?**
- **What are the procedures for monitoring fidelity?**

School-level problem solving is documented in leadership team minutes. Schools are encouraged to use a form following the 4 steps of problem solving when taking notes. The School Improvement Plan also follows an 8-step problem solving format.

Problem-Solving Teams

A number of problem-solving teams exist within an MTSS framework, at various levels within the educational system. Problem-solving teams are fluid by nature, and team membership often depends on the particular concern (e.g., school-wide, grade level, content area, student group, individual student). The members involved in the meetings will vary depending upon the identified problem being addressed.

District-Based Leadership Team

A team of leadership staff meets regularly to engage in discussions and data-based problem-solving activities at the district level. The leadership staff regularly review data measuring academic and behavioral outcomes for students in various settings with relevant stakeholders,

e.g., cabinet meetings, district walkthroughs, data chats, academic services meeting, principals' meetings, PBIS Yearly Implementation Planning meetings. After reviewing the data, problem solving occurs to identify and address areas of concern.

School-Based Leadership Team (SBLT)

SBLTs meet at least monthly and are comprised of the leaders within a school, most often the principal, assistant principal(s), coaches (e.g., instructional coaches, internal PBIS coaches), guidance counselor, school social worker, and oftentimes the assessment teacher, MTSS Teacher, team leaders or department chairs. This team reviews Tier 1 data (behavior, academic, and attendance) to plan and monitor supports to improve student outcomes.

Grade-Level and Content-Area Teams

Grade-level and content-area teams meet regularly, often with support from the MTSS Teacher and district and/or site-based coaches, to review student data and make instructional decisions such as adjustments to Tier 1 instruction, as well as planning, monitoring, and modifying Tier 2 levels of support for students.

Individual Student Problem-Solving Teams

Individual student problem-solving teams, typically consisting of the MTSS Teacher, school psychologist, and school administration, meet with teachers and parents to review data, conduct deeper problem analysis, and to design comprehensive intervention plans that include a plan for progress monitoring and measuring fidelity. These teams meet on an ongoing basis to monitor student progress and make adjustments or modifications to the plan as necessary, based on the student's response to intervention data.

Self-Assessment of MTSS Implementation

The Self-Assessment of MTSS Implementation is an instrument used to measure school-level implementation of a Multi-Tiered System of Supports. It assesses the key components of a strong tiered system across all three tiers for both academics and behavior. The tool is designed to be completed by School-Based Leadership Teams, and results can be used to evaluate the degree to which the key elements of MTSS are implemented for the school. Schools are encouraged to self-evaluate their degree of MTSS implementation annually. The district will use the data to inform district-level infrastructure and planning decisions.

PBS Implementation Tools

The SAM includes items to measure the implementation of MTSS for behavior. Additionally, Florida's PBIS Project uses mid-year and end-of-year evaluation tools to monitor the fidelity of implementation of behavioral supports across tiers. These behavior-specific measures are more detailed regarding the tiered instruction and intervention associated with PBIS, and schools currently implementing PBIS are encouraged to complete and submit their ratings within the timelines designated by Project staff.

Decision rules are specified when determining a student's response to intervention, and the student's response is classified into one of three categories: Positive/Good, Questionable, or Poor/Unacceptable Response to Intervention. Student progress monitoring data are used to determine the response to intervention, and next steps in problem solving are recommended depending upon the student's rate of growth. Positive/Good Response - Gap is closing, rate of growth (slope of trend line) matches or exceeds benchmark line, can extrapolate point at which student(s) will "come in range" of target, even if this is long range • Continue with current instructional supports and interventions. • Adjust the goal upward. • Fade supports. • Questionable Response (Acceptable with Modification) - Growth is noted but the gap is not closing • Increase intensity of intervention. • Implement additional intervention. Through the use of the Comprehensive Intervention Plan Worksheet the team will review a series of questions to check the fidelity: • Who is responsible for the implementation of the interventions? • What will be done? Making use of the Intervention Documentation Worksheet to record the intervention sessions or a form that records the actual response. • When will it occur? Consistently after the intervention is delivered, the response will be recorded directly after the session • How will the data be shared with the MTSS team? Through the use of the Intervention Documentation Worksheet, the data will be shared and the progress will be described and reported on the Monitoring Plan column of the worksheet. • Revisit problem solving to ensure problem was correctly identified, revisit hypotheses related to problem analysis, and/or ensure intervention is aligned to specific need. • Modify current intervention or develop new intervention. • Check fidelity of intervention delivery and plan for increased fidelity, if warranted.

Describe how parents are engaged in the problem-solving process (include the frequency and format for sharing student response-to-intervention data with parents). Address the following in your response:

- **How is information explaining the school's MTSS (global awareness) disseminated?**
- **What are the procedures or policies for including parents in problem solving?**
- **What are the frequency and format for sharing data on student response to intervention with parents?**
- **When and how are parents notified of their right to request an evaluation?**

In Hernando County, educators collaborate with families to use a data-based problem-solving process to inform multiple tiers of standards-aligned instruction and intervention designed to increase the academic, behavioral, emotional, and life skills of students. An overview of Hernando County Schools' commitment to educating all students within a multi-tiered system of supports, aligning instruction and intervention based upon student need, is available electronically on the district website. Parents are informed about MTSS and the location of the MTSS electronic handout through district-wide automated phone calls made in the fall of each school year. Schools also maintain paper copies of the flier in their main office for parents requesting additional information. Parental involvement in data based problem solving at the Tier 1 level is encouraged through parental input on the SIP and the regular sharing of school-level data to parent groups (e.g., SAC, PTA, etc.). Individual student performance data is shared regularly with parents through parent-teacher conferences, written notification, and Skyward (which is updated weekly). All parents of students receiving Tier 2 supports will be notified in writing the specific date and time when the meeting would occur. The meeting would then involve the parental input and receipt of documented progress of their student's current skills and the interventions and supports planned to assist their student in making gains toward meeting grade-level standards. Parental participation is imperative when students require supplemental, Tier 2, and/or intensive intervention, Tier 3, and ongoing involvement is sought through participation in parent conferences. Ongoing learning progress is shared at regular intervals (approximately quarterly, depending upon the progress monitoring data used to measure growth) with parents through a graphical representation of data. This detailed graphical representation is provided to the parents at the designated meeting to ensure that explanations are clear as to how their child is performing and responding to the interventions discussed. Whenever a team meeting is conducted, the parents receive a copy of their student's data to remain informed as to which direction the team is heading to make sure that the student continues to progress and the gap lessens. During scheduled parent conferences, teachers inform parents of any struggles that their child may be experiencing at Tier 1 within the core curriculum. Teachers engage parents in problem solving around their child's needs using universal screening data [e.g., iReady, FAST, DAP], office discipline referrals, suspensions, and attendance data. School personnel inform parents of instructional opportunities and behavior/attendance support for the student at Tier 1. The parent is involved in the decision-making regarding instructional and/or behavioral intervention support for their child during these conferences which are held up to three times a year across the district. Parents can access Multi-Tiered System of Supports information through the district website. Information is provided on this website that informs parents of their right to request an evaluation at any time. In the event that students require interventions at Tier 2, parents are informed in writing that the student is participating in small group, supplemental interventions. Parents receive frequented notification of the student's progress at Tiers 1 and 2 via parent-teacher conference night and/or scheduled parent-teacher conferences, and every time the team meets to discuss the progress monitoring of the individual students. Online tools such as Skyward are also used by teachers to provide parents with weekly updates of their child's performance in the classroom. When students begin receiving interventions at Tier 2, school personnel create goals for students and collect more frequent data using progress monitoring tools recommended through District Curriculum Catalog documents (e.g., iReady Growth Monitoring, fluency measures, common assessments, etc.). When a student is identified as a child in need of intensified interventions at Tier 3, the school-based problem solving team meets to identify the reasons why the student is not meeting the age or grade-level academic or behavioral standard, assist with the intervention selection, and creating an individualized intervention plan. Parental participation in Tier 3 problem solving is sought through parent participation in problem solving meetings and/or parent-teacher conferences. The parent is notified of their right to request an evaluation and provided the Parent Information for Students Receiving Intensive Interventions flyer. School personnel use graphed data from iReady and other district monitoring tools to engage parents with visual representations of how the child is progressing overtime. Parents are continually a part of the problem solving process for their child as they are invited to school-wide parent conference nights, updated with weekly reports via Skyward, as well as more frequent teacher scheduled conferences, along with receiving the copies of the reported data for their personal records based upon the students' specific progress towards closing the gap. Parent data reports are delivered in reader-friendly format that includes line graphs, bar graphs, and tables.

Identify the procedures for children who are below mandatory school age and who are not enrolled in kindergarten, which should include the following:

- **A review of the existing social, psychological, and medical data;**
- **Referral for a health screening when needed;**
- **Vision and hearing screenings for the purpose of ruling out sensory deficits; and**
- **Any additional screenings conducted to assist in determining interventions as appropriate.**

Hernando County School District is required by IDEA to conduct Child Find activities. Parents, health care providers, child care providers or agency personnel who are concerned about their child and suspect a disability, can contact the Florida Diagnostic Resources and Learning System (FDLRS) Child Find - FDLRS Gulf Coast or contact the district directly. Once a referral has been received, the Child Find Specialist will review any existing information, including social, psychological, and medical data. The family will be contacted for a screening appointment. During the screening appointment, the Child Find Specialist and screening team will conduct developmental, speech, language, vision, and hearing assessments. These results will be shared with the family. If there are any concerns noted, the parent(s) can choose to have their child referred to the school district for further testing.

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.300 through 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 are in need of exceptional student education (ESE) are identified, located and evaluated, and a free appropriate public education is made available to them if it is determined that the student meets the eligibility criteria.

Procedures for Initiating an Evaluation

1. 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 aged 3 to kindergarten-entry age, or a school district may initiate a request for an 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 school district's consent for evaluation form.
2. The school district must seek consent from the parent or guardian to conduct an evaluation whenever the school district suspects that a kindergarten through grade 12 student, or a child aged 3 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 in accordance with Rule 6A-6.0331(3)(a), F.A.C.:
    a. When a school-based team determines that the kindergarten through grade 12 student's response-to-intervention data indicate 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; or
    b. 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; or
    c. When a child aged 3 to kindergarten-entry age receives a developmental screening through the school district or the Florida Diagnostic and Learning Resources System (FDLRS) 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
    d. When a parent requests an evaluation and there is documentation or evidence that the kindergarten through grade 12 student or child aged 3 to kindergarten-entry age who is enrolled in a district-operated preschool program may be a student with a disability and needs special education and related services.
3. Within 30 days of a determination (i.e., suspicion of a disability) that a circumstance described in subsections 1., 2. or 3. above exists for a student in kindergarten through grade 12 or a child aged 3 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 as required by Rule 6A-6.0331(3)(b), F.A.C.
4. 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, in accordance with Rule 6A-6.0331(3)(c), F.A.C.:
    a. Obtain consent for the evaluation; or
    b. Provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation.
5. Prior to a school district's request for an initial evaluation for students in kindergarten through grade 12, school personnel must make one of the following determinations about general education procedures:
    a. Whether the general education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and that the data indicate that the student may be a student with a disability who needs special education and related services;
    b. 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
    c. 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.

Florida Diagnostic and Learning Resources System (FDLRS), in coordination with the Hernando County School District, locates children who are potentially eligible for services under the Individuals with Disabilities Act (IDEA) and links them with needed services. For children ages three (3) to kindergarten-entry age, FDLRS along with the district child find team, will screen children referred by the parent(s) or a community agency. Feedback is provided to parent(s) on the results of the screening. For those students whose screener indicated the need for further evaluation, the Pre-K evaluation team contacts the parent(s) to schedule a meeting within 30 days. Parental consent for evaluation is obtained, along with additional information provided by the parent(s).

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 the district receives a parent's request for evaluation, it is date stamped for the day it is received and given to the school's designated MTSS facilitator. Within two weeks of receiving parent request for evaluation in writing, schools will begin compiling student data, all existing MTSS documentation, and other relevant information and initiate the ESE referral form. A problem-solving meeting with the ESE LEA, key school-based personnel, and the parent should be scheduled to occur within 20 calendar days of receipt of the parent's request for evaluation. At this meeting the school designated MTSS facilitator and school psychologist (when possible) meet with the ESE LEA and parents to review MTSS documentation, data (including comparisons to peer groups), as well as intervention fidelity documentation of all current interventions, when applicable. The meeting is approached as a problem-solving meeting and the following format is followed: 1. Clarify parent request and concerns 2. Review data from student's file and all relevant sources (Current classroom performance, STAR, FAST, other relevant district and school assessments, etc,.) Is there a problem? (Gap between expected performance and actual performance) If "YES"… a) Have interventions been implemented and documented? b) What do progress monitoring data tell us about the success of the interventions? Is there a need for additional problem solving and implementation of additional interventions? c) Is there sufficient information, documentation, and/or data to consider ESE eligibility? What other information is needed? If "NO"… If no gap exists between the expected performance and the student's current performance (i.e., core instruction alone is sufficient), document this in the minutes and share graphically represented data with the parent(s). Explain to parents the criteria for identifying a disability within the school system. If either of the following two conditions exists, then a referral for evaluation as requested by the parent is also recommended by the problem solving team: 1. Progress monitoring data indicate that intensive interventions are effective but require a level of intensity and resources to sustain growth, or 2. Student's response to interventions indicates that the student does not make adequate growth given effective core instruction and intensive, individualized, evidence-based interventions. If these conditions are not met and the parent agrees an evaluation is not warranted/necessary or an evaluation should be postponed contingent upon ongoing problem solving and delivery of interventions within the general education setting, written and signed documentation will reflect the parent's agreement with not completing an evaluation at that time. If the parent and/or problem-solving team continue to recommend or request evaluation, the problem-solving team will complete the PS/RtI "Documentation of Assessment Areas" form and obtain parental consent for any recommended evaluation components. This consent must be obtained within 30 calendar days of receipt of the parent's request for evaluation. All recommended evaluation components will be completed within a 60-day timeline.

Describe the school district's procedures for requesting an initial evaluation for students who may have disabilities and for students who may be gifted who are enrolled in the school district.

Procedures for referring students who may have disabilities and students who might be gifted who are enrolled in the public school system and the personnel responsible: Students will be considered (referred)for further evaluation to consider a need for specially designed instruction and the existence of a disability if either of the following conditions exist: -The student had not made adequate progress after an appropriate period of time when provided appropriate instruction and intense, individualized interventions; or -Intensive interventions are demonstrated to be effective and acceptable but require sustained and substantial effort that may include the provision of specially designed instruction and related services. Either condition must be well documented as defined by the criteria outlined in the district's procedures for conducting general education interventions and the referral for evaluation determined to be appropriate by the school-based problem-solving team. Each school has one or more individuals designated to complete the referral for evaluation. All documents and screening information will be assembled and given to the LEA designee assigned to that school to review for compliance. Consent for evaluation will be obtained from the parent and the completed referral will be given to the appropriate evaluators. Students who may be gifted can be referred for screening by parents or any school staff. Also, all first-grade students will be screened each year for gifted. All students who have a score above the 90th percentile on a gifted screening will be referred for further evaluation. The personnel at the school designated to complete referrals will facilitate the process. Once the referral information has been assembled, the completed referral will be given to the LEA designee assigned to that school to review for compliance. Consent for evaluation will be obtained from parent and the completed referral will be given to the appropriate evaluator(s).

Describe the school district's procedures for requesting an initial evaluation for students who may have disabilities and for students who may be gifted who are enrolled in nonpublic schools or agency programs.

Hernando County Schools is responsible for Child Find activities for students in grades PK-12 who are enrolled in non-public schools or agency programs that are located within the district regardless of the district in which the student resides. Procedures for referring students for evaluation who are enrolled in non-public schools or agency programs are as follows: • At the beginning of each school year, the Director of Exceptional Student Education (ESE) or designee sends the administrators of non-public schools and agency programs the name of the individual designated to facilitate the evaluation process. • A parent or a staff member from a non-public school or agency program who wants to request an evaluation for a student calls the ESE office, (352)-797-7022, to talk to the individual designated to facilitate this process. • The designee will work with the student's parent(s) to facilitate communication with the zoned school (or chosen school) staff who will work with the staff members of the private school to review and gather any student data that the school or agency may have, assist the parent in getting the student screened for vision and hearing at the public school that the student would attend if the student was attending public school, and assist the parent in completing a social developmental history, home language survey, and obtain written parental consent. • The designee will assist the local public school to compile this information into a referral packet and submit it to the appropriate evaluator(s), which may include Exceptional Student Education personnel, school based MTSS facilitators, and/or to the appropriate therapists for evaluation (when applicable). For initial evaluations, the sixty (60) calendar day timeline for completing an evaluation for a suspected disability or the ninety (90) school day timeline for completing an evaluation for suspected giftedness is followed. • For referrals requiring documentation of tiered supports and the student's Response to Intervention (RtI) in order to make an eligibility determination, the LEA from the ESE district office makes contact with the student's zoned school and serves as a liaison to assist the staff serving on the problem solving team (at the zoned public school/chosen school) to implement and monitor the tiered interventions and supports with the private school or agency.

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.

Hernando County Schools is responsible for Child Find activities for ages three (3) to twenty-one (21). For children under age three, Early Steps screens, evaluates and coordinates services for children with disabilities. The Exceptional Student Education (ESE) department collaborates with West Central Early Steps in referring children under age three (3). The ESE department of the Hernando County School district partners with Florida Diagnostic and Learning Resources System (FDLRS) Gulfcoast in the evaluation process for children ages three (3) to five (5) not attending school. The FDLRS staff facilitates screenings for children who are suspected of having a disability. The Child Find Specialist assists the parent in completing the social developmental history, home language survey, and obtains parental consent. Then the Child Find Specialist compiles all gathered information into a referral packet and submits it to the ESE department for distribution to the prekindergarten assessment team and any evaluators as indicated on the referral. Within two (2) days of the screening and if a disability is suspected, the FDLRS Child Find Specialist will mail a Consent for Evaluation form and packet home to the parent(s)/guardian(s) with a self-addressed stamped envelope. Parent(s)/guardian(s) are encouraged to respond to the Consent for Evaluation (yes or no) as soon as possible. Parent(s)/guardian(s) may send, fax, or drop-off the Consent for Evaluation form. If the Consent for Evaluation form is not received by FDLRS in approximately two (2) weeks, the Child Find Specialist will call the parent(s)/guardian(s)to inquire if the parent will send the form back signed and dated with either yes or no indicated. A parent of a home-schooled child who wants to request an evaluation calls the ESE office, 352-797-7022, to talk to the individual designated to facilitate this process. The designee will work with the student's parent(s) to gather any student data that the parent may have, assist the parent in getting the student screened for vision and hearing at the public school the student would attend if the student was attending public school, and assist the parent in completing a social developmental history, home language survey, and obtain written parental consent. The designee will compile this information into a referral packet and submit it to ESE for psychological evaluation and/or to the appropriate therapists for evaluation. For initial evaluation, the sixty (60) calendar day timeline for completing an evaluation for a suspected disability or the ninety (90) school day timeline for completing an evaluation for suspected giftedness is followed.

Section H.2: Conducting Student Evaluations and Reevaluations

Statutory and Regulatory Citations

34 C.F.R. §§ 300.131 and 300.300 through 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-6.03013, 6A-6.03014, 6A-6.03022, 6A-6.0331, 6A-6.03411, and 6A-6.0361, 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 requires.

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 still requires specially designed instruction and related services, and the current educational needs of the student.

Procedures for Evaluation

1. Responsibility for evaluation

    a. The school district is responsible for conducting a comprehensive 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 and/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 ESE, 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, school districts may consider the following:

        i. State Board of Education rules and the requirements of the Individuals with Disabilities Education Act (IDEA);

        ii. Testing standards (e.g., *Standards for Educational and Psychological Testing*);

        iii. User qualifications recommended by the publisher in the test manual; and

        iv. 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 aged 3 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 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 on the day after the last day of school for students and ending on the first day of school for students, in accordance with the calendar adopted by the district school board, as required by Rule 6A-10.019, F.A.C. However, the school district is not prohibited from conducting evaluations during the summer vacation period; and

        iii. In the circumstance when a student is absent for more than eight school days in the 60-calendar-day period, the student's absences shall not be counted toward the 60-calendar-day requirement. The determination of whether a student is "in attendance" must be made consistent with the school board's policies implementing Rule 6A-1.044, F.A.C., which requires the reporting of students' attendance.

    b. The 60-day timeline for evaluation does not apply if:

        i. The parent and school district, by mutual written agreement, extend the 60-calendar-day requirement by no more than 30 calendar days. The written agreement must be secured before the 45th calendar day, but after the formal testing has begun and it was determined that other evaluators are needed to complete the required full and individual evaluation, as required by Rule 6A-6.0331(3)(h), F.A.C.

        ii. The parent repeatedly fails or refuses to produce the student for the evaluation.

        iii. 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 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 thought to be gifted are evaluated within a reasonable time, as defined in the school 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 school district's procedures on how the decision is made that other evaluators are needed to complete the full and individual evaluation.

An LEA designee assigned to each school will collaborate with all stakeholders, including parents, relevant to the student and the expressed concerns, at an MTSS meeting to discuss the student's current level of performance, areas of concern (for the parent and/or the school staff members), and if further evaluations are warranted. If during that meeting there are concerns that relate to discipline areas that are not represented at the current meeting, and the committee requires their presence to make a decision about moving forward with an evaluation in their particular area of expertise, then a follow-up meeting will be scheduled within 5 school days to discuss their area to determine if any further evaluations are warranted at that time.

Describe how the school district ensures timely completion of an initial evaluation with the additional 30-day timeline extension?

An LEA designee assigned to each school will monitor open initial evaluations, at least every two weeks, to ensure that evaluators are on-track for their target deadline of 60 calendar days. If a student requires an extension to the 60-day timeline for initial evaluations, and there was written mutual agreement (between the parent and the school district) by the 45th calendar day, the LEA designee will continue to monitor the timeline to ensure all evaluations are completed within 60 + 30 calendar day timelin. Once the evaluation(s) are completed, a report will be completed by the evaluator and an eligibility meeting will be conducted within 30 calendar days. A copy of the report will be sent to the ESE office where the report will be entered into the evaluation database. The LEA designee will be notified that evaluations have been completed for students at their assigned school. A staffing will be scheduled within three weeks of being notified that the evaluation report is available, unless the parent requests that the IEP meeting be scheduled for a later date.

Describe the school district's time frame to ensure completion of gifted evaluations.

An evaluation of a student who may be gifted must be completed no more than ninety (90) school days (accumulation) after the school district's receipt of the parental consent for evaluation.

☐ This text box is not applicable for the school district.

3. Parental consent

a. The school district will provide the parent written notice that describes any evaluation procedures the school district proposes to conduct. Before the evaluation is conducted, 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 initial evaluation is not construed as consent for the initial provision of ESE services.

b. The school district must make reasonable efforts to obtain informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability or gifted. Should the parent fail to respond to the school district's request to obtain informed written consent, it must maintain documentation of all attempts made to obtain consent.

c. In compliance with 34 C.F.R. § 300.300(a)(2), the school district is not required to obtain informed consent from the parent for an initial evaluation if the student is a ward of the State and is not residing with the parent, and:

i. The school district cannot discover the location of the parent,

ii. The rights of the parent have been terminated, or

iii. 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.

In accordance with Rule 6A-6.03411(1)(bb), F.A.C., the term "Parent" means any of the following persons:

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.

d. If the parent refuses consent for an evaluation to determine if the student is eligible for ESE services 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 school district is not required to pursue an initial evaluation when the parent refuses consent and a school district 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 as justification to deny the parent or student any other service of the school district, except as permitted 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:

1. Evaluations and information provided by the student's parents;

2. Current classroom-based, local, or state assessments and classroom-based observations; and

3. Observations by teachers and related services providers.

ii. Identify, based on that review process and input from the student's parents, what additional data, if any, are needed to determine the following:

1. Whether the student is a student with a disability; and

2. 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 are to be reviewed under this section.

v. If the group determines 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:

1. That determination and the reasons for the determination; and

2. 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 must:

1. Use 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 individual educational plan (IEP) or educational plan (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.

2. Not use any single measure or assessment as the sole criterion for determining eligibility or educational programming.

3. Use technically sound instruments that assess the relative contribution of cognitive and behavioral factors, in addition to physical and developmental factors.

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

i. Are selected and administered so as not to discriminate on a racial or cultural basis;

ii. 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;

iii. Are used for purposes for which the measures are reliable and valid; and

iv. 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 commonly linked to the suspected disability.

A Web-based Evaluation Resource developed to assist school districts in selecting special evaluation instruments; general diagnostic evaluation instruments; and screening and monitoring tools, including comprehensive eligibility evaluations, is available through the Florida Department of Education's Student Support Services Project.

5. Pursuant to 34 C.F.R. § 502, if parents obtain an independent educational evaluation (IEE) at their own expense, the results shall be considered by the school district when making decisions regarding the student, so long as the IEE 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 school 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.

Following completion of the student's evaluation, a report will be completed by the evaluator and an eligibility meeting will be conducted within 30 calendar days. A copy of the report will be sent to the ESE office where the report will be entered into the evaluation database. The LEA designee will be notified that evaluations have been completed for students at their assigned school. A staffing will be scheduled within three weeks of being notified that the evaluation report is available, unless the parent requests that the IEP meeting be scheduled for a later date. For SLD, the Multi-Tiered System of Support (MTSS) team will notify the LEA designee assigned to the school to schedule a joint MTSS team including ESE personnel to review the student's Progress Monitoring Plan, including all data, to decide if further evaluation or a meeting to determine disability eligibility is needed. If further evaluation is needed, once the evaluation is completed and made available within the sixty-day timeframe, then proceed to eligibility.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances

    a. Reevaluations must occur at least every three years, unless the parent and the school district agree that reevaluation is not needed. Reevaluation for deaf/hard of hearing, dual sensory impairments and visual impairments 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.

        i. Unless a comprehensive review of the student's educational history, including current levels of functioning; progress toward meeting IEP goals; grades; state, district and class assessments; progress monitoring; previous psychoeducational evaluations; teacher and parent input; and a gradual release of delivery of services documented on the IEP, demonstrates that the student is no longer in need of specially designed instruction and related services. The student has met or surpassed the annual measurable goals.

        ii. Students are individuals and, as such, decisions are to be made on a case-by-case basis. The school district is responsible to ensure that data-based decisions provide an outcome that is beneficial to the student.

        iii. If, after a comprehensive review of the student's educational history, the school district or the parent requests a formal reevaluation, then consent for reevaluation must be secured.

    d. Reevaluation of the student may not occur more than once per 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 C.F.R. § 300.131, the school district is responsible for reevaluations of students with disabilities attending:

        i. Nonprofit private schools located within the school district;

        ii. For-profit private schools and are residents in the school district; and

        iii. 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:

        i. Whether the student continues to have a disability;

        ii. The educational needs of the student;

        iii. The present levels of academic achievement and related developmental needs of the student;

        iv. Whether the student continues to need special education and related services; and

        v. 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 completed, and the school district shall notify the student's parents of the following:

        i. The determination and the reasons for that determination; and

        ii. The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and determine the student's educational needs.

    The school district is not required to conduct the assessment unless requested to do so by the student's parents.

    e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.

    f. The following rules require the administration of specific assessments as a part of a student's reevaluation:

        i. Rule 6A-6.03013, F.A.C., Exceptional Student Education Eligibility for Students Who Are Deaf or Hard-of Hearing

        ii. Rule 6A-6.03014, F.A.C., Exceptional Student Education Eligibility for Students Who Are Visually Impaired

        iii. Rule 6A-6.03022, F.A.C., Exceptional Student Education Eligibility for Students with Dual Sensory Impairments

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 school 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 school 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 the 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 (AT) assessment, that AT assessment must be completed within 60-school days after the team's recommendation.

Describe the school district's procedures for ensuring that a reevaluation is conducted at least every three years.

A LEA designee assigned to each school will be reviewing the data base and scheduling an IEP meeting to discuss reevaluation needs between six and ten months prior to the reevaluation due date. At any IEP meeting if a need arises, the staffing committee can request a more frequent reevaluation.

Describe the school district's procedures on what constitutes a comprehensive review of the student's educational history and how data are collected to support the determination as to whether the student is no longer in need of specially designed instruction and related services.

The LEA designee assigned to each school will either schedule an IEP meeting to discuss reevaluation needs between six and ten months prior to the reevaluation due date, or be alerted by the case manager, a staff member, therapist, service provider, and/or parent that a discussion needs to be held for the student to consider continued need for special education and related services. At the scheduled IEP meeting, all committee members, including the parent, will review all available information about the student, including reports from any additional evaluations, and to determine (using all relevant data, and committee member input) whether the student continues to be a student with a disability in need of special education and related services. The committee will discuss if all the relevant information that has been reviewed constitutes a full, comprehensive review of the student's education history that supports the determination of the student's need for specially designed instruction and related services. If the committee requests further information, an Informed Notice and Consent for Reevaluation can be completed and signed by the parent. The IEP team would then reconvene to discuss the student's continued need for specially designed instruction and related services. If the committee agrees that all of the data reviewed at the meeting, constitutes a comprehensive evaluation, then the committee can determine if the student continues to require specially designed instruction and related services to access their education.

Describe the school 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.

A LEA designee assigned to each school will review the district's data base monthly and schedule an IEP meeting to discuss reevaluation needs between six and ten months prior to the reevaluation due date. This will ensure the analysis of all required data prior to the triennial date. Once the Consent for Reevaluation is obtained at the IEP meeting, the LEA designee processes a referral for reevaluation and checks for compliance. Copies of the referral are provided to the appropriate evaluation specialists for the evaluation to proceed. The evaluation specialist will complete the evaluation within ninety (90) days. Once the evaluations are completed, a report will be finalized by the evaluation specialist within four weeks. A copy of the report will be sent to the ESE office where the report will be entered into the evaluation data base. The LEA designee will be notified that the evaluations have been completed for students at their assigned schools. Staffings will be scheduled within three weeks of being notified that the evaluation report is available, unless the parent requests that the IEP meeting be scheduled for a later date.

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 indicating what assessments will be administered based on the IEP team's review of data, or
- A prior written notice of refusal.

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

The LEA designee will schedule an IEP meeting to review current and historical data. Once all data has been reviewed, the IEP team determines whether additional data is required and identifies what additional evaluations are needed. The school may then, at the meeting, obtain parental consent for reevaluation, if appropriate. If the parent refuses to meet in a timely manner, the school must send the parent one of the following: -A Prior Written Notice of Consent for Reevaluation form indicating what assessments will be administered based on the IEP team's review of data, or -A Prior Written Notice of Refusal.

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

Once the IEP team determines that a student is in need of an Assistive Technology Evaluation, the IEP team completes the referral form and the LEA designee sends the Assistive Technology referral to the Hernando County Assistive Technology Team who will then evaluate and track the referral to ensure the evaluation is done within the sixty day timeline. A copy of the evaluation will be sent into the ESE office to be logged into the database. The Administrator over Speech/Language Therapy will ensure the timeline is being followed by tracking monthly through the ESE database.

5. Determination of continued need for special education and related services

a. A meeting of the IEP 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 IEP is reviewed and revised, as appropriate, to incorporate the results of the reevaluation.

b. If the reevaluation indicates that the student is no longer a student with a disability or that special education and related services are no longer needed, the parent must be provided prior written notice that these services will be discontinued.

c. If the reevaluation indicates that the student's disability has changed (i.e., adding, deleting, or changing a disability category), the applicable eligibility staffing procedures are followed.

Section I: Independent Educational Evaluations

Statutory and Regulatory Citations

34 C.F.R. § 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, must 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:
    a. Ensure that an IEE is provided at public expense; or
    b. 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 for the objection to the school 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 school 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:
    a. The school district must consider the results of such evaluation in any decision regarding the provision of a FAPE to the student, if it meets appropriate school district criteria described in Rule 6A-6.03311, F.A.C.; and
    b. The results of such an evaluation may be presented by any party as evidence at any due process hearing regarding that student.
10. If an administrative law judge requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

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

If a parent requests an IEE at public expense, the parent is asked to provide the request in writing to the ESE Director and if possible, to include his or her objections to the district's evaluation if possible. The district may initiate a due process hearing to show that the evaluation is appropriate, or the district may ensure that an IEE is provided at public expense. If the parent requests a specific evaluation specialist, the district will determine if the said evaluation specialist meets the same qualifications as used by the school district. In addition, the district will provide a list of qualified evaluation specialists to the parent. When parents select the evaluation specialist they wish to use, they will contact the ESE Director with their decision. The departments administrative assistant will work with the Independent Evaluation Specialist, and district office to ensure payment for the IEE. The parent will schedule an appointment with the evaluation specialist for the IEE and will make the student available for the evaluation.

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

If a parent obtained an IEE at their expense, the school district's department responsible for administering the specific evaluation(s) shall review the evaluation(s) and determine: 1) if a competent evaluation specialist conducted the evaluation and 2) if the evaluation procedures used provide the necessary information to help determine whether the student is, or continues to be, a student with a disability and if the evaluation is sufficiently comprehensive to identify all of the student's educational needs. If the parent obtains an IEE at their expense, the IEP team will consider the IEE findings when making decisions regarding the student if the evaluation meets school district criteria.

Part II. Policies and Procedures for Students with Disabilities

Section A: Instructional Program

Statutory and Regulatory Citation

Rule 6A-6.03411, F.A.C.

The following applies to the instructional program for students with disabilities in general. In addition to the philosophical, curricular, and instructional support issues included here, there are disability-specific expectations or requirements for certain categories of disability. That information is provided in the relevant *Exceptional Student Education Eligibility* sections of this document.

Philosophy

1. Each student with a disability is entitled to receive FAPE in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible.
2. Special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Related services are defined in Rule 6A-6.03411(1)(dd), F.A.C.
3. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
4. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, or modifications.

Curriculum

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

Instructional Support

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

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

Statutory and Regulatory Citations

34 C.F.R. § 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 includes a wide range of symptoms and levels of impairment, which affect individuals differently. ASD 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. The term “spectrum” in ASD refers to the wide range of symptoms and severity.

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 is 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 the previous three criteria 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(6), F.A.C., the school district must 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 must 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 or guardians;
3. A psychological evaluation that includes assessment of academic, intellectual, social-emotional and behavioral functioning, and must include at least one standardized instrument specific to ASD;
4. A language evaluation that includes assessment of the pragmatic (both verbal and nonverbal) and social interaction components of social communication (an observation of the student’s social communication skills must be conducted by a speech-language pathologist);
5. A standardized assessment of adaptive behavior; and
6. If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the student’s individual educational plan.

Unique Philosophical, Curricular or Instructional Considerations

1. While students with ASD share instructional needs with other students, there are characteristics that are specific to ASD, including the development and use of language and communication skills, the development of appropriate social skills, and the development of appropriate behavioral skills. The need to tailor instruction to the individual learning styles and needs of each student requires that teachers of students with ASD be knowledgeable in a variety of educational strategies.
2. Inherent in a program for students with ASD is the recognition that ASD is a developmental disability that adversely impacts the student’s communication, social, and behavioral skills. It is important to take into consideration the student’s strengths and needs in all three areas—communication, social, and behavioral—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 ASD.

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.306 and 300.113
Sections 1003.01, 1003.55 and 1003.57, F.S.
Rules 6A-2.0010, 6A-6.03013, 6A-6.03028, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

Deaf means a hearing level that is so severe that it impacts the processing of linguistic information through hearing, with or without amplification, that adversely affects the student's educational performance.

Hard of hearing means a hearing impairment or loss, whether permanent or fluctuating, that adversely affects a student's educational performance, but that is not included under the definition of deaf.

Speech Language Pathologist means an individual who is certified or licensed in speech or language pathology in accordance with Rule 6A-4.01761, Florida Administrative Code (F.A.C.).

Teacher of the deaf or hard of hearing means an individual who is certified in the area of deaf or hard of hearing in accordance with Rule 6A-4.0172, F.A.C.

Student Evaluation

A full and individual evaluation must be conducted by a school district to identify a student who is deaf or hard of hearing as eligible for exceptional student education and consider the individual needs of a student who is deaf or hard of hearing when developing, reviewing, or revising an Individual Educational Plan (IEP) in accordance with Rules 6A-1.09401(1)(j), 6A-1.09414, 6A-6.03028, 6A-6.0331, and 6A-6.03411, F.A.C.

Eligibility determination. For a student who is, or who is suspected of being, deaf or hard of hearing, evaluation for eligibility must include an audiological report and two assessments as described in paragraphs (3)(b)-(c), unless one of the assessments is waived as provided in paragraph (3)(d).

An audiological report. An audiological report must include a summary of the hearing and medical history, audiological evaluation results, and a diagnosis of any hearing impairment or loss. A licensed audiologist must provide the audiological report.

Functional listening assessment. A functional listening assessment is an assessment that determines how noise, distance, and visual input affect a student's listening abilities. This assessment must be conducted by a teacher of the deaf or hard of hearing or a licensed speech language pathologist.

Communication and language assessment. A communication and language assessment is an assessment that addresses expressive and receptive language, including pragmatic language. The assessments must consider a student's preferred mode of communication, such as American Sign Language, spoken language, signed or written language, with or without visual support or hearing assistive technology, augmentative and alternative communication, or a combination thereof. These assessments must be conducted by a teacher of the deaf or hard of hearing, a licensed speech language pathologist, or a combination of both.

Assessment Waiver

If one of the assessments described in paragraphs (3)(b) or (3)(c) provides sufficient information to determine that a student who is deaf or hard of hearing is eligible for exceptional student education, the other assessment must be waived for the purpose of determining eligibility. However, if the assessment is waived because it was not necessary to determine eligibility, the assessment must be completed during the IEP process.

Once a student who is deaf or hard of hearing is determined eligible for exceptional student education, the district must conduct the following assessments:

(a) Any assessment waived for the eligibility determination as provided in paragraph (3)(d); and

(b) A special skills assessment. A special skills assessment evaluates skills aligned with content knowledge described in Rule 6A-1.09401(1)(j), F.A.C. This assessment must be conducted by a teacher of the deaf or hard of hearing.

Student Reevaluation

Reevaluation of students who are deaf or hard of hearing must comply with Rule 6A-6.0331(7), F.A.C., and in addition must include an audiological report and an evaluation of skills known to be impacted by the hearing impairment or loss as required for determining initial eligibility. The audiological report may be waived by the IEP team if the team finds that there is no suspected change in hearing.

Usher's Syndrome

A screening for Usher syndrome must be administered to each student who is deaf or hard of hearing at least once during grades K-5 and grades 6-12.

Communication Plan

The Communication Plan form referenced in Rule 6A-6.03028(3)(g), F.A.C., and section 1003.55(6)(a), F.S., must be used in the development of individual educational plans (IEPs) for students who are DHH or have a dual sensory impairment. In developing these IEPs, IEP teams must consider the instructional needs unique to students who are DHH or have a dual sensory impairment.

Supportive Services

The district must make available referral forms, links, and technical support contacts for services to students and parents. These resources include:

(a) Auditory-Oral Clarke School and Bridge to Speech Clarke School;

(b) Auditory-Oral University of Miami (UM) Debbie School and Bridge to Speech UM Debbie School;

(c) Educational Interpreter Project (EIP);

(d) Florida Division of Blind Services (DBS);

(e) Florida Division of Vocational Rehabilitation (VR);

(f) Florida School for the Deaf and the Blind (FSDB); and

(g) Resource Materials and Technology Center for the Deaf/Hard of Hearing (RMTC-DHH).

One of the following must be selected:

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 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 2 years of age (under 36 months), 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 3 through 9 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 3 through 9 years of age:

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

   a. The child is 3 through 9 years of age.

   b. There is documentation of one of the following:

      i. 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;

      ii. 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; or

      iii. Based on informed clinical opinion, the eligibility staffing committee makes a recommendation that a developmental delay exists and exceptional student education (ESE) services are needed.

   c. The eligibility staffing committee or multidisciplinary team, which includes the parents, makes a determination concerning the effects of the environment, cultural differences and/or economic disadvantage.

2. For a child, birth through 2 years of age (under 36 months):

   An infant or toddler is eligible for ESE 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 under 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;

      ii. A score of 2.0 standard deviations below the mean in one developmental domain as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; or

      iii. Based on informed clinical opinion a determination has been made that a developmental delay exists;

   c. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;

   d. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has a developmental delay as defined in Rule 6A-6.03027(2)(b); 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 evaluations for prekindergarten children, the evaluation for the determination of eligibility must include the following:

Procedures for evaluation for children 3 through 9 years of age:

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 school district's developmental screening results indicate that the child, 3 years to kindergarten-entry age, is a child with a disability and needs special education and related services; or

   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:

   a. Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parents; or

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

c. Parent report, which can confirm or modify information obtained and describe behavior in environments that the school district may not be able to access.

3. When a developmental delay cannot be verified by the use of standardized instruments, the delay may be established through observation of atypical functioning in any one or more of the developmental areas. A report must 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 3 through 9 years of age, continued eligibility as a student with a disability under another category will be determined before the child is 10 years old or through the student's completion of grade 2, whichever occurs first.

2. For a child, birth through 2 years of age (under 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 3 through 9 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, ongoing observations and assessments shall be conducted as needed to plan for IFSP or IEP modifications.

2. For a child, birth through 2 years of age (under 36 months):

   a. The IFSP shall be developed in collaboration with the family and other providers of service to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03029 and 6A-6.0331, F.A.C.

   b. Because of the rapid development of young children and the changing needs of families, ongoing observations or assessments shall be conducted at least every six months for the purpose of completing the periodic review of the IFSP.

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

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.113, 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, 6A-6.0331 and 6A-03411, 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.

Functional blindness is defined to mean that the physical structures of the eye may be functioning, but the student does not attend to, examine or utilize visual information. This may include cortical visual impairment.

Functional hearing loss is defined to mean that parts of the auditory system may be functioning, but the student does not attend to, respond, localize, or utilize auditory information. This may include cortical hearing impairment or auditory neuropathy or auditory dyssynchrony.

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 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;
    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 ± 5 decibels (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 ± 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 ± 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 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., confirming the existence of a medical condition having the potential for dual sensory loss to include the diagnosis, its prognosis, and the potential for dual sensory loss; and
5. The student demonstrates a need for special education.

Student Evaluation

In addition to the procedures defined in Rule 6A-6.0331(5), F.A.C., the minimum student evaluations must include:

1. A medical eye exam by an ophthalmologist or optometrist licensed in Florida in accordance with Chapter 458 or 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 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 comprehensive assessment of skills known to be impacted by hearing and vision impairments, to include 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-language pathologist;
7. A learning media assessment;
8. If appropriate, an orientation and mobility assessment and a sign-language assessment; and
9. If available, a medical report from a physician licensed in Florida in accordance with Chapter 458 or 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

A reevaluation shall occur at least every three years and must include, a comprehensive assessment of skills known to be impacted by hearing and vision impairments, to include the following:

1. A functional vision evaluation;
2. A functional hearing assessment;
3. An assessment of social development;
4. An evaluation of receptive and expressive communication by a speech-language pathologist;
5. A learning media assessment;
6. If appropriate, an orientation and mobility assessment and a sign language assessment; and
7. 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 specialized evaluations and the qualified evaluators are as follows:

1. Medical eye exam: An optometrist or ophthalmologist;
2. Functional vision assessment: A teacher of the visually impaired; an orientation and mobility specialist can be used to analyze how a student uses vision for orienting and moving through space;
3. Learning media assessment: A teacher of the visually impaired;
4. Orientation and mobility: An orientation and mobility specialist;
5. Comprehensive audiological evaluation: An audiologist; and
6. Functional hearing assessment: A teacher of the deaf or hard of hearing, a speech-language pathologist, the parents, an educational team and an audiologist.

Unique Philosophical, Curricular or Instructional Considerations

1. All students with visual impairments, including students with dual sensory impairment, must be registered for services from the Florida Instructional Materials Center for the Visually Impaired. Additionally, information regarding all students with a dual sensory impairment must 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 C.F.R. § 300.324, the individual educational plan (IEP) team must, in the case of a student who has a dual sensory impairment, provide for 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, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student. Students must be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based on 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 service provided to students who have visual impairments or are blind by qualified personnel, when the IEP team determines that it is necessary in order for the student to benefit from specially designed instruction, to enable those students to attain systematic orientation and safe movement within their environments in school, home and community. Orientation and mobility instruction encompasses skill and conceptual awareness and includes, but is not limited to, spatial and environmental concepts, and use of sensory information received by the senses (such as sound, temperature and vibrations) to establish and maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street); the use of a long cane or service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; to understand and use remaining vision and, distance low vision aids; and other concepts, techniques and tools.
4. The Communication Plan form referenced in Rule 6A-6.03028(3)(g), F.A.C., and section 1003.55(6)(a), F.S., must be used in the development of the IEP for students who are deaf or hard of hearing or have a dual sensory impairment. In developing these IEPs, IEP teams must consider the instructional needs unique to students who are deaf or hard of hearing or have a dual sensory impairment. The IEP team must also consider the communication and language needs, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, and the student's academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode in accordance with 34 C.F.R. § 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,

f. Interpreters,

g. Assistive listening devices,

h. Real-time captioning, or

i. American Sign Language.

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. While school districts are responsible for providing appropriate services for such students, that duty does 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 frequency modulation systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained and considered for replacement on a five-year cycle. Visual alarm devices shall be provided in all areas where students who are deaf or hard of hearing may be separated from persons with normal hearing, such as group bathrooms, corridors and specific areas designated for the deaf, in accordance with Rule 6A-2.0010, F.A.C.

10. The school district shall make available the following supports and services to aide in educational programming; will provide educational opportunities unique to students with sensory impairments to include the residential school, 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. In accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the Division of Blind Services, including parent involvement activities.

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

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

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

Statutory and Regulatory Citations

34 C.F.R. § 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 (i.e., 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 school 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:
        i. Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends or schoolwork, or mood swings, or erratic behavior; or
        ii. The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems; or
        iii. 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:
        i. An inability to build or maintain satisfactory interpersonal relationships with peers, teachers and other adults in the school setting; or
        ii. 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 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 above may be waived when immediate intervention is required to address an acute onset of an internal characteristic listed above in the Eligibility Criteria section.
5. The characteristics described below are not indicative of a student with an emotional or behavioral disability:
    a. Normal, temporary (fewer than six months) reactions to life events 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 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 no presence 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 includes 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 a 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 individual educational plan team will consider these presenting manifestations as they determine the needs of the students when recommending the following: 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 and mastery learning); affective (e.g., individual or group counseling and 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.

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 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 school district.

Statutory and Regulatory Citations

34 C.F.R. §§ 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 age 2 with a diagnosed physical or mental condition known to have a high probability of causing developmental delay. Such conditions shall include genetic and metabolic disorders, neurological disorders, a severe attachment disorder, 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 (ESE) 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 of 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 Rule 6A-6.03030(1), 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 ESE programs will be determined before the child's third birthday.

Unique Philosophical, Curricular or Instructional Considerations

The individualized family support plan 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 birth through age 2, 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 age 2 with established conditions.

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

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

☐ This section is not applicable for the school district.

Statutory and Regulatory Citations

34 C.F.R. § 300.115
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03020, 6A-6.03022, 6A-6.03023, 6A-6.03027 and 6A-6.03028, F.A.C

Definitions

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

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. 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. The student is confined to home or hospital; and
    c. The student will be able to participate in and benefit from an instructional program; and
    d. The student is under medical care for illness or injury that is acute, catastrophic, or chronic in nature; and
    e. 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 grade 12 and is enrolled in a public school unless the student meets criteria for eligibility under Rule 6A-6.03011, 6A-6.03012, 6A-6.030121, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03022, 6A-6.03023, or 6A-6.03027, F.A.C.
3. A child is 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;
    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 specialty hospitals. In accordance with the requirements of s. 1003.57, F.S., eligible students receiving treatment in a children's specialty 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 specialty hospital.

7. Notification agreement. A school district in which a children's specialty hospital is located must enter into an agreement with the hospital that establishes a process by which the hospital must notify the school district of students who may be eligible for educational instruction through homebound or hospitalized services pursuant to s. 1003.57, F.S.

Students Receiving Treatment in a Children's Specialty Hospital

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

The school district has entered into an agreement with children's specialty hospitals in the school 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 school 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., that are in your school district.

N/A

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 homebound or hospitalized.

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

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

Statutory and Regulatory Citations

34 C.F.R. § 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 (InD) is defined as significantly below-average general intellectual and adaptive functioning manifested during the child's 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 InD if the following criteria are met:

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

Student Evaluation

1. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the minimum evaluation for determining eligibility shall include all of the following:
    a. A standardized individual test of intellectual functioning individually administered by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
    b. A standardized assessment of adaptive behavior to include parental or guardian input.
    c. An individually administered standardized test of academic or pre-academic achievement. A standardized developmental scale shall be used when a student's level of functioning cannot be measured by an academic or pre-academic test.
    d. A social developmental history that has been compiled directly from the parent, guardian, or primary caregiver.
2. Eligibility is determined by a group of qualified professionals and the parent or guardian in accordance with Rule 6A-6.0331, F.A.C. The documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:
    a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.
    b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic and intellectual functioning.
    c. The educationally relevant medical findings, if any.
    d. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.
    e. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusion.

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

- ○ 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 C.F.R. § 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 and/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 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 school district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.
2. An educational evaluation that identifies educational and environmental needs of the student.

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

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

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

Statutory and Regulatory Citations

34 C.F.R. §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

An other health impairment (OHI) 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 with an OHI is eligible for specially designed instruction and related services if the following criteria are met:

1. Evidence of a health impairment that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment; and
2. The student demonstrates a need for special education.

Student Evaluation

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

1. A report of a medical examination, within the previous 12-month period, from 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 determined by the school 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 OHI.

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

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

Statutory and Regulatory Citations

34 C.F.R. § 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 (TBI) 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 TBI if the following criteria are met:

1. There is evidence of a TBI 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 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 determined by the school 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 TBI 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 the 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 a TBI.

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

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

Statutory and Regulatory Citations

34 CFR §300.8
Section 1003.57, F.S.
Rules 6A-1.09401, 6A-6.03018 and 6A-6.0331, F.A.C.

Definition

A specific learning disability (SLD) 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. An SLD 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.

Procedures

1. General education intervention procedures and activities

    a. To ensure that lack of academic progress is not due to lack of appropriate instruction, a group of qualified personnel must consider the following:

        i. Data that demonstrate the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified areas of concern and delivered by qualified personnel in general education settings; and

        ii. Data-based documentation, which was provided to the student's parents or guardians, 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 an SLD 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 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 school district administrator of exceptional student education or designee.

3. Documentation of determination of eligibility

    For a student suspected of having an SLD, 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 an SLD as evidenced by response to intervention data confirming each of the following:

        i. 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

        ii. 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

        iii. Educational need

        The student continues to need evidence-based interventions that significantly differ in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.

    e. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency

    f. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including the following:

i. Documentation of the specific instructional interventions used, the support provided to the individuals 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

ii. Documentation that the student's parents or guardians 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 school district documents a student's response to intervention data to determine eligibility as a student with an SLD, 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.

A student's response to intervention is documented by completing the "Academic Documentation Record" for Tiers I, II, III. Classroom/grade level graphs as well as individual student assessment information and comparison data must accompany the form. A description of the core instruction is also required. Evidence of progress monitoring subgroup comparisons (when appropriate) and intervention fidelity is required. District level universal screening tools include STAR, FAST iReady, District Writing Assessment Prompt (DWAP), district created assessments, and Office Discipline Referral (ODR) data through Educlimber. Progress monitoring tools available district wide include STAR, FAST, iReady and student data through Educlimber. Individual schools also implement site specific progress monitoring tools such as Scholastic Reading Inventory (SRI) lexile, easy Curriculum Based Measurement (CBM), content area common assessments, etc. Individual student problem solving is documented through the Progress Monitoring Plan (PMP) form which includes problem identification, data comparisons (student to benchmark and student to peers), intervention development, goal setting, a plan for review, response to intervention, and parental involvement. Intensive interventions are documented using the catch-up growth intervention plan which incorporates more intensive problem analysis and a support plan for the interventionist. Intervention implementation fidelity is measured through self-report (academic documentation log) and may also be monitored by observation and walk-throughs. Student progress within the core curriculum (Tier I) is monitored approximately 3 times per year through universal screenings, STAR, FAST, and district-created assessments. Many schools also utilize common assessments for more frequent evaluation of their core instruction. At Tier II, ongoing progress monitoring data are collected more frequently (approximately monthly). Tier III interventions are monitored even more frequently (approximately weekly, but may vary based on each progress monitoring tool's recommended interval) in order to make instructional decisions in a timely manner. If progress is acceptable, the intensive, individualized scientific research-based interventions may be continued until the students achieve the school and district level benchmarks. If after intensive individualized interventions the students' response is still at a poor level, or if progress is acceptable but the interventions require sustained and substantial effort, consideration for further evaluation to determine whether there is a need for specially designed instruction and the existence of a disability may be warranted. Specific forms are available to assist in the documentation and are available on the Hernando County Student Services website (forms included in Appendix B).

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).

The individual student problem solving team follows a data-based problem-solving process to identify the student's problem and engage in problem analysis. The team develops hypotheses about why the problem is occurring across multiple domains (Instruction, Curriculum, Environment, and Learner) using multiple methods of data collection (Review, Interview, Observe, and Test). This team develops an intensive intervention plan and collects data to evaluate the student's response to intervention. Parental involvement is imperative when students require supplemental and/or intensive intervention and is sought through participation in parent conferences, which is documented on a Progress Monitoring Plan Conference form. Ongoing learning progress is shared at regular intervals (approximately monthly) with parents through a graphical representation of data.

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.

The committee reviews the data from the comprehensive evaluation. The committee conducts an analysis of the student's response to intervention data that includes the comparison data involving multiple different groups of student's performance at both the school level and district level. The committee will then discuss exclusionary factors to include:

-vision and hearing screenings (completed at the school site);

-documentation from parental input and/or physician documentation of a motor disability;

-performance data across settings and functional behaviors to rule out intellectual disability;

-completed observation forms by current teacher(s) and another professionals are reviewed to determine if behavior disability is present and a discussion occurs to rule out;

-attendance is pulled and reviewed for current year as well as previous years to rule out irregular patterns of attendance or lack of core instruction;

-Input from parents as well as a Home Language Survey is completed by parents to rule out and type of cultural factors.

-committee discussion at the consideration for SLD eligibility meeting, environmental/economic factors are considered through parental documentation and the district data base that indicates either of these factors.

-The committee discusses the student's current performance and whether or not core instruction/interventions have been impacted by behavioral implications and if not, they rule this out

-Through the Home Language Survey, the parental input of any limited English proficiency needs are addressed

The committee can then continue to consider eligibility for SLD placement, based upon all of the aforementioned exclusionary factors.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an SLD if all the following criteria are met:

1. Evidence of an SLD

The student's parents or guardians and group of qualified personnel may determine that a student has an SLD 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:

i. Oral expression,

ii. Listening comprehension,

iii. Written expression,

iv. Basic reading skills,

v. Reading fluency skills,

vi. Reading comprehension,

vii. Mathematics calculation, and

viii. Mathematics problem solving.

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

One of the following must be selected:

- ○ The school 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 school 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.

1. Evidence of an SLD

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 previously as determined through a process based on the student's response to scientific, research-based interventions, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C

c. The group determines that its findings under the eligibility criteria areas above are not primarily the result of one or more of the following:

i. A visual, hearing or motor disability;

ii. Intellectual disability;

iii. Emotional or behavioral disability;

iv. Cultural factors;

v. Irregular pattern of attendance or high mobility rate;

vi. Classroom behavior;

vii. Environmental or economic factors; and

viii. 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:

i. Prior to a referral, the student has not made adequate progress after an appropriate period when provided appropriate instruction and intense, individualized interventions; or

ii. 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 an SLD, and 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 school district's procedures as specified in these policies and procedures as required by Rule 6A-6.03411, F.A.C. The evaluation must adhere to the time limit required by Rule 6A-6.0331, F.A.C., unless extended by mutual written agreement of the student's parents or guardians and a group of qualified professionals.

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 SLD.

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 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.

        i. Phonological disorder. A phonological disorder is an impairment in the system of phonemes and phoneme patterns within the context of spoken language.

        ii. 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; and

    d. The speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

2. Fluency disorder

    A student with a fluency disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent interruptions in the rhythm or rate of speech. Evaluation results must reveal all of the following:

    a. The student must exhibit significant and persistent dysfluent speech behaviors. The dysfluency may include repetition of phrases, whole words, syllables, and phonemes; prolongations; blocks; and circumlocutions. Additionally, secondary behaviors, such as struggle and avoidance, may be present.

    b. The fluency disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.

    c. The dysfluency is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

3. Voice disorder

    A student with a voice disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent atypical voice characteristics. Evaluation results must reveal all of the following:

    a. The student must exhibit significant and persistent atypical production of quality, pitch, loudness, resonance, or duration of phonation. The atypical voice characteristics may include inappropriate range, inflection, loudness, excessive nasality, breathiness, hoarseness, or harshness.

    b. The voice disorder does not refer to vocal disorders that are found to be the direct result or symptom of a medical condition unless the disorder adversely affects the student's ability to perform or function in the educational environment and is amenable to improvement with therapeutic intervention.

    c. The voice disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.

d. The atypical voice characteristics are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Student Evaluation

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

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

    a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of speech characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

    b. Documented and dated observation(s) of the student's speech characteristics conducted by a speech-language pathologist to examine the student's speech characteristics during connected speech or conversation. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.

    c. An examination of the oral mechanism structure and function.

    d. One or more standardized, norm-referenced instruments designed to measure speech sound production administered to determine the type and severity of the speech sound errors and whether the errors are articulation (phonetic) or phonological (phonemic) in nature.

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

    a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, to address the following areas regarding the speech behaviors: motor aspects, student's attitude, social impact, and educational impact. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

    b. A minimum of two documented and dated observations of the student's speech and secondary behaviors conducted by a speech-language pathologist in more than one setting, including the typical learning environment. For prekindergarten children, the observations may occur in an environment or situation appropriate for a child of that chronological age. Observations conducted prior to obtaining consent for evaluation may be used to meet this criterion, if the activities address the areas identified in subsection d) below.

    c. An examination of the oral mechanism structure and function.

    d. An assessment of all of the following areas:

        i. Motor aspects of the speech behaviors,

        ii. Student's attitude regarding the speech behaviors,

        iii. Social impact of the speech behaviors, and

        iv. 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 the requirements of Rules 6A-6.03012 and 6A-6.0331(6), F.A.C., must include an SLP.

    b. An SLP 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 SLP pursuant to Rule 6A-4.0176, F.A.C., or a licensed SLP pursuant to Chapter 468, F.S., 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 (IEP) team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a speech impairment may have counseling as a related service, a functional

behavioral assessment, or academic support for reading or writing, even though the student has not been determined to be a student with an emotional or behavioral disability or a specific learning disability.

2. Speech-language associate

a. Speech 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 SLP with a master's degree or higher in speech-language pathology. Services can be provided for a period of three years as described in s. 1012.44, F.S., in school districts that qualify for the sparsity supplement as described in s. 1011.62(7), F.S.

b. 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:

i. The model, specifying the type and amount of direction, including direct observation, support, training, and instruction;

ii. The rationale for using this model;

iii. The manner in which the associate will be required to demonstrate competency;

iv. The process for monitoring the quality of services;

v. The process for measuring student progress; and

vi. The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel.

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

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34 and 300.306
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-6.030121, 6A-6.03028, 6A-6.0331, 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 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 is defined as the system that governs the internal structure of words and the construction of word forms.
3. 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 is defined as the system that governs the meanings of words and sentences.
5. 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, or

      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 instruments indicate a significant language deficit in one or more of the areas listed in the Definitions section, as evidenced by standard scores 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 of the areas listed in the Definitions section. The significance of the deficits must be determined and based on specifications in the manual of the instruments utilized for evaluation purposes.

   d. Information gathered from the child's parents or legal guardians, teachers, 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 ESE.

   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 ESE 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, or

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 2.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 in Part I of this ESE Policies and Procedures (P&P) under the Conducting Student Evaluations and Reevaluations section. There must be documentation 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 instruments indicate a significant language deficit in one or more of the areas listed in the Definitions section, as evidenced by standard scores 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 of the areas listed in the Definitions section. The significance of the deficits must be determined and based on specifications in the manual of the instruments utilized for evaluation purposes.

iii. Information gathered from the student's parents or guardians, teachers, 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 (SLP) when the language impairment is due to a deficit in pragmatic language and cannot be verified by the use of standardized instruments. 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 in Part I of this ESE P&P under the Conducting Student Evaluations and Reevaluations section, and the additional observations 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 parents or legal guardians, teachers, and, when appropriate, the student, must support the results of the observations conducted.

d. The group determines that its findings under 2.a. of this section are not primarily the result of factors related to chronological age, gender, culture, ethnicity or limited English proficiency.

Documentation of Determination of Eligibility

For a student suspected of having a language impairment, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates all of the following information:

1. The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.
2. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning.
3. The educationally relevant medical findings, if any.
4. Whether the student has a language impairment as evidenced by response to intervention data confirming all of the following:
   a. Performance or functioning discrepancies. The student displays significant discrepancies, for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, including to the extent practicable the peer subgroup, classroom, school, district, and state level comparison groups.
   b. Rate of progress. When provided with effective implementation of appropriate research-based instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the gap with typical peers or expectations for the chronological age or grade level in which the student is currently enrolled.
   c. Educational need. The student continues to demonstrate the need for interventions that significantly differ in intensity and duration from what can be provided solely through educational resources and services currently in place, thereby demonstrating a need for exceptional student education due to the adverse effect of the language impairment on the student's ability to perform or function in the educational environment.
5. The determination of the student's parent(s) or guardian(s) and group of qualified professionals concerning the effects of chronological age, culture, gender, ethnicity, patterns of irregular attendance, or limited English proficiency on the student's performance or functioning.
6. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including:
   a. Documentation of the specific instructional interventions used, the intervention support provided to the individuals implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
   b. Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance or functioning data that would be collected and the educational resources and services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation.

Student Evaluation

1. Children in prekindergarten

In addition to the procedures identified in subsection 6A-6.0331(5), F.A.C., the minimum evaluation for a prekindergarten child shall include all of the following:

a. Information gathered from the child's parent(s) or guardian(s) and others, as appropriate, such as teacher(s), service providers, and caregivers, regarding the concerns and description of language skills. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. One or more documented and dated observation of the child's language skills conducted by the SLP in one or more setting, 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 instrument designed to measure language skills. The instrument must be administered and interpreted by a SLP to determine the nature and severity of the language deficits. If the SLP 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. To ensure that the decreased performance or functioning of a student suspected of having a language impairment is not due to a lack of appropriate instruction, the minimum evaluation procedures must include all of the following:

i. Review of data that demonstrates the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified areas of concern and delivered by qualified personnel in general or ESE settings.

ii. Data-based documentation, which was provided to the student's parents or legal guardians, 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 parents or legal guardians and teachers, 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 observations of the student's language skills conducted by the SLP in one or more settings.

v. One or more standardized norm-referenced instrument designed to measure language skills. The instruments must be administered and interpreted by a SLP to determine the nature and severity of the language deficits. If the SLP 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 SLP when the language impairment is due to a deficit 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

1. Language services

a. A group of qualified professionals determining eligibility under the requirements of Rule 6A-6.030121, F.A.C., and Rule 6A-6.0331(6), F.A.C., will include a SLP.

b. A SLP will be involved in the development of the individual educational plan for students with a language impairment, whether as special education or as a related service for an otherwise eligible student with a disability.

c. Language therapy services will be provided by a certified SLP pursuant to Rule 6A-4.0176, F.A.C., or a licensed SLP pursuant to Chapter 468, F.S., and Rule 64B20-2.001, F.A.C., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.

d. 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, 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

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 SLP with a master's degree or higher in speech-language pathology. Services under this rule can be provided for a period of three years, as described in s. 1012.44, F.S., in school districts that qualify for the sparsity supplement as described in s. 1011.62(7), F.S.

b. The school district will submit a plan to the Florida 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:

i. The model, specifying the type and amount of direction including, but not limited to, direct observation, support, training and instruction;

ii. The rationale for using this model;

iii. The manner in which the associate will be required to demonstrate competency;

iv. The process for monitoring the quality of services;

v. The process for measuring student progress; and

vi. The manner in which the speech-language associate will meet the requirements of the annual school district professional development plan for instructional personnel.

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

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.172 and 300.324

Sections 1003.55, 1003.57 and 1003.575, F.S.

Rules 6A-1.09401, 6A-6.03014, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

Visual impairment including blindness means any impairment in vision regardless of significance or severity that, even with correction, adversely affects the student's educational performance. The term includes both partial sight and blindness, including ocular, brain-based and neurological disorders.

Teacher of the visually impaired means an individual who is certified in the area of visually impaired in accordance with Rule 6A-4.0178, Florida Administrative Code (F.A.C.).

Student Evaluation

A full and individual evaluation must be conducted by a school district to identify a student with a visual impairment as eligible for exceptional student education and consider the individual needs of a student with a visual impairment when developing, reviewing, or revising an Individual Educational Plan (IEP) in accordance with Rules 6A-1.09401(1)(j), 6A-1.09414, 6A-6.03028, 6A-6.0331, and 6A-6.03411, F.A.C.

Eligibility determination. For a student who has, or who is suspected of having, a visual impairment, evaluation for eligibility must include a medical report and three assessments as described in paragraphs (3)(b)-(d), unless one or more of the assessments is waived as provided in paragraph (3)(e).

Medical report. A medical report must include a diagnosis or provide information about a student's visual impairment. This medical report must be provided by a licensed ophthalmologist, optometrist, or neurologist.

Functional vision assessment. A functional vision assessment considers the student's performance of daily tasks across a variety of natural environments to determine factors that influence visual access. This assessment must be conducted by a teacher of the visually impaired.

Learning media assessment. A learning media assessment considers and compares learning and literacy media in order to provide recommendations about which visual, tactual, and auditory learning media are appropriate for the student. These recommendations must consider the use of braille in accordance with the requirements of Rule 6A-6.03028(3)(g)8., F.A.C. This assessment must be conducted by a teacher of the visually impaired.

Orientation and mobility screening. The district must conduct an orientation and mobility screening. An orientation and mobility screening considers the travel needs and abilities of the student in a variety of environments. The screening must be conducted by a person who holds an orientation and mobility certification or endorsement.

Assessment Waiver

If one of the assessments described in paragraphs (3)(b)-(3)(d) provides sufficient information to determine that a student with a visual impairment is eligible for exceptional student education, the other assessments must be waived for the purpose of determining eligibility. However, if the assessments were waived because they were not necessary to determine eligibility, the assessments that were waived must be completed during the IEP process.

Once a student with a visual impairment is determined eligible for exceptional student education, the district must conduct the assessments and screening as described below.

(a) The district must conduct any assessment waived for the eligibility determination as provided in paragraph (3)(e).

(b) The district must conduct a special skills assessment. A special skills assessment evaluates skills aligned with content knowledge as described in Rule 6A-1.09401(1)(j), F.A.C. This assessment must be conducted by a teacher of the visually impaired.

Reevaluation

Reevaluation of students with visual impairment must comply with Rule 6A-6.0331(7), F.A.C., and, in addition, the reevaluation must include:

1. A medical report as referenced in paragraph (3)(a), unless a medical report is waived by the student's IEP team if the team finds that there is no suspected change in visual functioning, or if the team is provided a physician's written recommendation to waive the medical report for students with bilateral anophthalmia; and

2. An evaluation of skills known to be impacted by visual impairment as required for determining initial eligibility.

Supportive Services

The district must make available referral forms, links, and technical support contacts for services to students and parents. These resources include:

(a) Critical Initiatives in Visual Impairment Project Florida State University (CIVI-FSU);

(b) Florida Division of Blind Services (DBS);

(c) Florida Division of Vocational Rehabilitation (VR);

(d) Florida Instructional Materials Center for the Visually Impaired (FIMC-VI);

(e) Florida Low Vision Initiative (FLVI); and

(f) Florida School for the Deaf and the Blind (FSDB).

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

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

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

Statutory and Regulatory Citations

34 CFR §300.34
Chapters 456 and 468, Part III, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and Chapter 64B-11, F.A.C.

Definitions

1. Occupational therapy means services provided by a licensed occupational therapist or a licensed occupational therapy assistant.
2. Related service provider means the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service.
3. Include input from the occupational therapist to assist the individual educational plan (IEP), educational plan (EP) or individualized family support plan (IFSP) team when the educational need for occupational therapy as a related service is being determined.

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. 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 the need for occupational therapy as a related service for the IEP, EP or IFSP team shall:

1. Review assessments conducted by the related service provider and all other relevant data; and
2. Determine if occupational therapy services are needed to assist a student to benefit from specially designed instruction.

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed occupational therapist 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 Rule 6A-6.03024, F.A.C., 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 a plan of treatment shall not be altered by the supervised individual without prior consultation with, and the approval of, the supervising occupational therapist.
    d. The supervising occupational therapist need not always be physically present or on the premises when the licensed occupational therapy assistant is performing services. However, except in cases of emergency, supervision shall require the availability of the supervising occupational therapist for consultation with and direction of the supervised individual.

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

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

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

Statutory and Regulatory Citations

34 CFR §300.34
Chapters 456, 458, 459, 461, 466 and 486, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and 64B17-6.001, F.A.C.

Definitions

1. Physical therapy means services provided by a licensed physical therapist or a licensed physical therapist assistant.

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. 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 for the individual educational plan (IEP), educational plan (EP) or individualized family support plan (IFSP), the team shall:

1. Review assessments conducted by the related service provider and all other relevant data; and

2. Determine if physical therapy services are needed to assist a student to benefit from specially designed instruction.

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 physical therapist assistant.

    c. Provided both initial direction in developing a plan of treatment and ensuring the plan is appropriately implemented on a consistent basis. The supervised individual cannot change the plan of treatment without prior consultation with, and the approval of, the supervising physical therapist.

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

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

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

Section C: Individual Educational Plan

Statutory and Regulatory Citations

34 CFR §§300.29, 300.106, 300.110, 300.320 through 300.328, and 300.503
Sections 1001.02, 1002.20, 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 individual educational plan (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 school district personnel in developing, reviewing and revising IEPs. The procedures for the development of IEPs for students with disabilities are as follows:

Note: Since an educational plan (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 a free appropriate public education (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 education curriculum, including participation in state and school district assessments;

   e. Participating in the determination of what services the school 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 Industry Scholar designation in accordance with s. 1003.4285, F.S.

   g. For the IEP in effect at the beginning of the school year the student is expected to graduate, a signed statement by the parent or guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer the receipt of his or her standard high school diploma, must be included in the student's IEP.

2. Parent participation in IEP team meetings

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

   a. To ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting the following must occur:

      i. Parents are notified of the meeting early enough to ensure that they have an opportunity to attend.

      ii. The meeting is scheduled at a mutually agreed upon time and place.

      iii. A written notice to the parent indicates the purpose; time; location of the meeting; and 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. Parents may also be accompanied by an adult of their choice at a meeting with school district personnel.

      iv. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student must also be included as part of the IEP team. Consistent with federal law, the determination of knowledge or special expertise must be made by the party (parent or school district) who invites the individual to be a member of the IEP team.

      v. Decisions as to which teachers and special education providers are members of the IEP team are made by the school district, based on the needs of the student.

      vi. The written notice to the parent clearly indicates which persons invited to the IEP team meeting are required members of the IEP 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 (ESE) center, the school must provide the notice to the parent at least 10 days prior to the meeting.

   b. Not later than the first IEP to be in effect when the student attains the age of 12 or seventh grade, whichever occurs first (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be to identify the transition services needs of the student and that the school district will invite the student.

   c. The provision of information must be given to the student and the parents about the following resources:

i. The school district's high school-level transition services, career and technical education, and collegiate programs available to students with disabilities and how to access them;

ii. School-based transition programs; and

iii. Programs and services available through the Florida Center for Students with Unique Abilities, the Florida Centers for Independent Living, the Division of Vocational Rehabilitation, the Agency for Persons with Disabilities, and the Division of Blind Services.

d. Not later than the first IEP to be in effect when the student turns 14 or enters high school (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be the consideration of postsecondary and career goals and transition services for the student, which must be operational and in place to begin implementation not later than the first day of the student's first year of high school, and that the school district will invite the student and identify any other agency that will be invited to send a representative to the meeting.

e. If neither parent can attend, the school 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 school district is unable to obtain the attendance of the parent. In this case, the school district maintains a record of its attempts to arrange a mutually agreed upon time and place. These records include such items as:

i. Detailed records of telephone calls made or attempted, and the results of those calls;

ii. Copies of correspondence sent to the parents and any responses received; and

iii. Detailed records of visits made to the parents' home or place of employment, and the results of those visits.

g. The school district takes whatever action is necessary to ensure that the parents, and the student when the student is age 12 or in grade 7, whichever occurs first, 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 school 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:

i. Appropriate positive behavioral interventions and supports and other strategies for the student; and

ii. 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, knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of the school district. At the school district's discretion, the student's special education teacher may be designated to also serve as the school district representative, if the teacher meets these requirements.

e. An individual who can interpret the instructional implications of evaluation results. Another member of the IEP team may fulfill this role.

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 school 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 school 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 school district has designated the following individuals, by name or position, as having the authority to make the agreement with the parent, or provide consent on behalf of the school district, to excuse an IEP team member from attending an IEP team meeting.

Identify the individuals, by title or position, who have been granted this authority.

Director of Exceptional Student Education, Supervisor of Exceptional Student Education, Coordinator of Exceptional Student Education, Instructional Specialist , LEA Designees

4. IEP team member excusal (continued)

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 individual family support plan (IFSP) must be developed and implemented by the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities.

b. Each school district shall participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.

c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

6. IEP timelines

Timelines for IEPs include the following:

a. An IEP that has been reviewed, and, if appropriate, revised periodically, but not less than annually, must be in effect at the beginning of each school year for each eligible student with a disability within the school 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, the 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 or hard of hearing or have a dual sensory impairment. 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 to receive a FAPE.

k. At least annually, whether extended school year (ESY) services are necessary for the provision of a 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 categories of a disability or unilaterally limit the type, amount or duration of those services. ESY services must be consistent with the following:

i. Pursuant to 34 C.F.R. § 300.106, ESY services must be considered by the IEP or 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 school district, in accordance with the child's IEP or IFSP and at no cost to the parent of the student and meets the standards of the state educational agency.

ii. ESY is not intended to provide education beyond that which has been determined necessary by the IEP or IFSP team to ensure a FAPE. In many cases, not all the services specified in an individual student's IEP or IFSP for the school year need to be provided as part of ESY services.

iii. 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 a 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 LEA designee assigned to each school schedules a meeting to review data presented to the IEP team and the committee will determine the need for ESY by answering four (4) questions:

1. Does the data indicate that significant regression is likely to occur in critical life skills related to any of the following areas, and that these skills cannot be recouped within a reasonable amount of time without ESY services?

a. academics, or, for pre-K students, developmentally appropriate pre-academic skills

b. communication

c. independent functioning and self-sufficiency

d. social/emotional development or behavior

2. Does the data indicate the likelihood that the student is at a crucial stage in the development of a critical life skill, and that a lapse in services would substantially jeopardize the student's chances of learning that skill?

3. Is the nature or severity of the student's disability such that the student would be unlikely to benefit from his or her education without the provision of ESY services?

4. Are there extenuating circumstances pertinent to the student's current situation that indicate the likelihood that FAPE would not be provided without ESY services? Examples include:

a. a student who has recently obtained paid employment and requires the services of a job coach

b. a student who requires ESY services to prevent movement to a more restrictive setting

c. a student whose frequent health-related absences have significantly impeded progress on goals.

If the committee can say "yes" to any of the four (4) questions, then the student should receive extended school year services. The committee will add needed services to the IEP. Committee decisions will be made based on data to determine the need for the amount of time, when, and in what disciplines the student requires specially designed instruction and related services during extended school year.

Describe the school 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 Hernando County Exceptional Student Education (ESE) Program/Staffing Specialists, ESE Specialists or designated LEA facilitates each and every staffing and the subject of Extended School Year is addressed at each staffing. The Program/Staffing Specialists and ESE Specialists are trained to facilitate fluid conversations through the use of guiding questions and data to formulate informed decisions with regard to Extended School Year services. Through the use of guiding questions, Extended School Year is discussed at various points throughout the school year depending on the student's needs. Throughout the staffing, parental input is sought and provision of services, to include various methods of services as well as support and itinerant services, is discussed and determined (e.g., frequency, duration, educational relevance, and transportation services were applicable). Following the staffing, highly qualified personnel are interviewed and selected, dependent upon subject area of certification and student need. Collaborative planning with stakeholders is completed to devise the best setting to ensure the continuum of services are delivered to each student's needs. Extended School Year is considered through the year and access to curriculum is provided. It is important to note that the service delivery model is provided through various methods to include the following: • hospital/homebound • home instruction • credit recovery • reading remediation • behavior supports • 1:1 tutoring • therapies by itinerant services (It is important to note that the therapy services include speech/language, occupational therapy, and physical therapy.). These services are made available to parents at individual schools, also as itinerant services during the school day, following the school day, and during any breaks including summer. Guiding questions are asked as Extended School Year is discussed and student need is documented through ongoing progress monitoring and teacher/student data. ESE Program/Staffing Specialists and ESE Specialists are routinely updated in their staff meetings regarding any information on Extended School Year policies and procedures. Teachers and paraprofessionals hired for Extended School Year are invited to attend all of the various district trainings and planning days prior to the beginning of any implementation of services. All staff members are provided with Individualized Education Plans, student data collection tools such as goal tracking sheets to document daily progress, computer usage logs, sensory logs, behavior tracking forms, lesson plan templates complete with detailed examples, and stakeholder contact logs. The data is collected to demonstrate continued need for each student through portfolio compilation. The provision of services is guided by the Florida Standards and Access Points to demonstrate student progress as well as proficiency toward Individualized Education Plan goals.

7. Considerations in IEP development, review and revision (continued)

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, to receive a 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 school 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 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 school 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. A description of the action proposed or refused by the school district;

b. An explanation of why the school district proposes or refuses to take the action;

c. A description of each evaluation procedure, assessment, record or report the school district used as a basis for the proposed or refused action;

d. 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 how a copy of a description of the procedural safeguards can be obtained;

e. Sources for the parents to contact to obtain assistance in understanding the notice;

f. A description of other options that the IEP team considered and the reasons why those options were rejected; and

g. A description of other factors that are relevant to the school 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 education 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 education curriculum or for prekindergarten 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 education curriculum; to participate in extracurricular and other nonacademic activities; and to be educated and participate with other students with disabilities and without disabilities in compliance with state and federal laws. (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 students without disabilities 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 school 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 school district assessment of student achievement, the IEP must include a statement of why the student cannot participate in other statewide, standardized assessments or school district assessments and, if applicable why the particular school 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(12), F.S., the school 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 using 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 tool certificates and CAPE industry certifications the student seeks to attain before high school graduation.

10. Transitional needs addressed within IEP

a. During the student's seventh grade year or when a student attains the age of 12, whichever occurs first, IEP teams must begin the process of identifying the need for transition services of students with disabilities before the student enters high school or attains the age of 14, whichever occurs first, in order to have identified postsecondary and career goals. The plan must be operational and in place to begin implementation on the first day of the student's first year in high school. This process must include, but is not limited to, the following:

i. Consideration of the student's need for instruction or the provision of information in self-determination and self-advocacy to assist the student to be able to participate in IEP team meetings actively and effectively.

ii. Preparation for the student to graduate from high school with a standard high school diploma pursuant to s. 1003.4282, F.S., with a Scholar designation unless the parent chooses an Industry Scholar designation.

iii. Provision of the information to the student and his or her parent of the school district's high school-level transition services, career and technical education, and collegiate programs available to students with disabilities and how to access such programs. Information shall also be provided on school-based transition programs and programs and services available through Florida's Center for Students with Unique Abilities, the Florida Centers for Independent Living, the Division of Vocational Rehabilitation, the Agency for Persons with Disabilities, and the Division of Blind Services. Referral forms, links, and technical support contacts for these services must be provided to students and parents at IEP team meetings.

b. Beginning not later than the first IEP to be in effect when the student enters high school, attains the age of 14, or when determined appropriate by the parent and the IEP team, whichever occurs first, the IEP must include the following statements that must be updated annually:

i. A statement of intent to pursue a standard high school diploma and a Scholar or Industry Scholar designation, as determined by the parent.

ii. A statement that documents discussion of the process for a student with a disability who meets the requirements for a standard high school diploma to defer the receipt of such diploma.

iii. The IEP in effect at the beginning of the school year the student is expected to graduate, must include a signed statement by the parent, the guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer the receipt of diploma.

iv. 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. The IEP must also specify the outcomes and the additional benefits expected by the parent and the IEP team at the time of the student's graduation.

v. 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.

vi. Any change in the IEP for the goals specified 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, F.S.

vii. 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 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. Beginning at least one year before the student's 18th 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.

d. Beginning with the 2015-2016 school year, a statement identifying 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.

e. 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 school district must provide the student with a summary of the student's academic achievement and functional performance, which should include recommendations on how to assist the student with meeting the postsecondary and career goals.

11. Requirements for a Standard Diploma

The 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.

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)(d)2., F.S., or participation in a statewide assessment has been exempted in accordance with s. 1008.212, F.S., or s. 1008.22(12), F.S.

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 the most significant cognitive disabilities and are designed to provide these students with access to the general education curriculum.

ii. Alternate assessment. In accordance with s. 1008.22(3)(d), F.S., an alternate assessment is a statewide standardized assessment designed for students with significant cognitive disabilities to measure performance on the access points.

iii. Employment transition plan. A plan that meets the requirements found in s. 1003.4282(8)(b)2.d., F.S. This plan is separate from the IEP.

iv. Eligible Career and Technical Education (CTE) courses. Eligible CTE courses include any 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 access points is the most appropriate means of providing the student access to the general education 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)(e), F.A.C., may

ii. 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.

iii. Participation in the Florida 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.

iv. A score of at least a Level 4 on the Florida 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)(d), F.S. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(d), 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.

v. 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. Multimedia 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 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)(e), F.A.C., may substitute for English IV; one mathematics credit, except for 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(8)(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(8)(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)(d), 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 in s. 1003.4282(8)(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.

1. The IEP team must review the benefits of deferring the standard high school diploma, including continuation of educational and related services, and describe to the parent and the student all services and program options available to students who defer. This description must be done in writing.

2. School districts must inform the parent and the student, in writing, by January 30 of the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a FAPE. This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral.

3. School districts must ensure that the names of students deferring their diploma be submitted to appropriate school district staff for entry in the school district's management information system. Improper coding in the school 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 his or her 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. 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:

a. Administration of an alternate assessment pursuant to s. 1008.22, F.S., and instruction in the state standards access points curriculum and

b. Placement of the student in an ESE center school.

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

a. Parental Consent Form: Instruction in the State Standards Access Points Curriculum and Florida Alternate Assessment Administration and

b. Parental Consent Form: Student Placement in an Exceptional Education Center.

In accordance with 34 C.F.R. § 300.503, each consent form must be provided in the parent's native language as defined in 34 C.F.R. § 300.29. Both consent forms can be found in multiple languages at https://www.fldoe.org/academics/exceptional-student-edu/beess-resources/parental-consent-form-prior-written-no.stml. A school district may not proceed with the actions described above unless the school district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the school 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 school 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 school district may not implement the change without parental consent unless the school district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the school district obtains approval through a due process hearing and resolution of appeals.

14. Least restrictive environment (LRE) and placement determinations

a. To the maximum extent appropriate, students with disabilities, including those in public or private institutions or other facilities, are educated with students without disabilities. 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.

What is the date the BPIE was completed?

11/16/2022

Upload the Plan for Inclusive Education: Short- and Long-Term Improvement Efforts document in Appendix F.

Upload the District Best Practices for Inclusive Education Assessment document (District's BPIE Indicator Rating Tally Sheet) in Appendix F.

What is the anticipated date for the triennial BPIE assessment, if known?

estimated 11/2025

14. Least restrictive environment (LRE) and placement determinations (continued)

b. 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

c. 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.

Once the measurable annual goals and benchmarks/objectives, if applicable, that address the student's unique needs have been developed, the IEP team considers the continuum of placement in the LRE decision making process including instruction in: regular class, resource room, separate class, hospital/homebound instruction, home instruction, instruction via tele class, and residential setting.

Describe the school district's procedures regarding provision for supplementary services to be provided in conjunction with regular class placement.

Supplemental aides and services are provided in regular education classes or other education settings to enable students with disabilities to be educated with non-disabled peers. Supplementary services may include, but not limited to, note taking assistance, sign language interpreters, teacher directed adult assistance, adapted materials, specialized equipment (e.g., assistive technology, positioning devices).

14. Least restrictive environment (LRE) and placement determinations (continued)

d. In determining the educational placement of a student with a disability, including a prekindergarten child with a disability, each school district must ensure that:

i. 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.

ii. The placement decision is made in accordance with the LRE provisions listed above.

iii. 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.

iv. Unless the IEP of a student with a disability requires another arrangement, the student is educated in the school that he or she would attend if without disabilities.

v. 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.

vi. 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.

e. 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 without disabilities 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 school 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:

i. Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate,

ii. Results of any reevaluation conducted,

iii. Information about the student provided to or by the parents,

iv. The student's anticipated needs or other matters, and

v. Consideration of the factors described previously (subsection 7);

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

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

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 school district must ensure that the student's IEP team is informed of those changes. Upon request, a parent will be provided with 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. 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)(d), 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

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 school 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 school district will ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the school 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 participate 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 students without disabilities 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 plan 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 it serves students with disabilities in its other schools. This includes:

    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; and

    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; and

        ii. At the same time as the school distributes other federal funds to its other public schools;

23. 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 students without disabilities in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and career and technical education.

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

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

Section D: Discipline

Statutory and Regulatory Citations

34 CFR §§300.530–300.537
Sections 893.02, 893.03, 1002.20, 1002.22, 1003.01, 1003.31, 1003.57, and 1006.09, F.S.
Rules 6A-1.0955, 6A-6.03011 through 6A-6.0361 and 6A-6.03312, F.A.C.

Definitions

1. Change of placement because of disciplinary removals

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

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

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

2. Controlled substance

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

3. Illegal drug

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

4. Serious bodily injury

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

5. Weapon

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

6. Manifestation determination

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

7. Interim alternative educational setting (IAES)

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

Procedures

1. Students with disabilities whose behavior impedes their learning or the learning of others

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

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

All schools utilize a Multi-Tiered System of Support (MTSS) using positive behavioral intervention to address behavior. Each school has a behavior analyst/specialist assigned to them as a behavioral coach to provide technical assistance, training, support, and data analysis. The data is tracked monthly to assist in making decisions regarding behavior. Hernando County School District works in partnership with the Florida PBIS (Positive Behavioral Interventions and Supports) Project, a state discretionary project through the University of South Florida, to provide annual training and collaboration. A district-based PBIS coordinator oversees the implementation of PBIS in collaboration with The Multiagency Network for Students with Emotional/Behavioral Disabilities (SEDNET). District-wide data is reported and analyzed mid-year and end-of-year to assess the implementation of PBIS, identify training needs, and track behavioral trends district-wide. District data programs and Early Warning Systems are used by all schools to monitor, track, and analyze individual behavior as well as to identify trends. Procedures: 1) Provide overview of what PBIS is to schools. 2) Ensure majority buy-in of PBIS at school level. 3) Schools complete PBIS readiness packet. 4) Submit PBIS packet to the USF PBIS Project. 5) Coordinate and give 3-day Tier 1 intensive training for school-based behavior teams. 6) The district Exceptional Student Education (ESE) department provides support and training specific to the needs of the school (ie. interpersonal skills training, conflict resolution, crisis management, data analysis, data-based decision making). 7) Assist schools in monitoring and tracking behavior data using the district data management system. 8) Make decisions about behavior based on the data analysis results.

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.

Specific behavioral goals are written in the IEP for students with disabilities whose behavior impedes their learning or the learning of others. Additionally, the IEP committee may request a Functional Behavioral Assessment (FBA) and Behavior Intervention Plan (BIP) to assist in improving the student's 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.

Exceptional Student Education (ESE) staff will monitor all OSS/ISS/Expulsion of ESE students to determine if a student's removal exceeds or approaches ten (10) cumulative days in the same school year for separate incidents of misconduct and subsequently constitutes a change in placement. A change of placement occurs if: 1. the removal is more than 10 consecutive days 2. the student has been subjected to a series of removals that constitute a pattern 3. the series of removals total more than ten (10) school days in a year 4. the student's behavior is similar to the student's behavior in previous incidents that resulted in the series of removals, and 5. such additional factors as the duration of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. The Staffing/IEP committee will determine whether a pattern of removal constitutes a change of placement on a case-by-case basis.

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

1.A Staffing Specialist will convene an IEP meeting and conduct a manifestation determination within ten (10) school days of decision to remove the student for discipline reasons. 2. If the IEP team determines that the behavior is a manifestation of the student's disability, the IEP team will either conduct, review, or revise a functional behavior assessment. 3. If a behavioral intervention plan already has been developed, review the

behavioral intervention plan and modify it, as necessary, to address the behavior. If no behavioral intervention plan exists, but one is needed, then develop one based on the current behaviors needing to be addressed. 4. If the IEP team determines that the behavior is not a manifestation of the student's disability, then relevant disciplinary procedures in the same manner and duration as for students without disabilities apply, however, educational services must continue. 5. If the team determines that the behavior is a manifestation of the student's disability, except as described below under the sub-heading Special Circumstances, the school district must return the student to the placement from which the student was removed, unless the parent and the district agree to a change of placement as part of the behavioral intervention plan. 6. Special Circumstances: Whether or not the behavior was a manifestation of the student's disability, school personnel may remove a student to an interim alternative educational setting (determined by the student's IEP team) for up to 45 school days, if the student: a. Carries a weapon to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Department of Education or school district; b. Knowingly has 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 the Department of Education or school district; or c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or school district.

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):

i. 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

ii. 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:

i. 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

ii. If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and

iii. 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.

The LEA designee is notified in writing by the administrator of the school responsible for the discipline. The LEA designee will then schedule and facilitate the manifestation determination review within ten (10) school days of any decision to change the placement of the student with a disability. The LEA designee invites the appropriate staffing participants who include the Administrator, parent, ESE teacher, General Education teacher, behavior analyst/specialist, and any other service provider that works with the student to a staffing if the staffing committee decides it is appropriate.

Describe the school district's procedures for determining participants for these reviews.

The LEA designee invites the appropriate discipline manifestation meeting participants, including the school administrator, parent, ESE teacher, General Education teacher, behavior analyst/specialist, and any other relevant members of the student's IEP Team (as determined by the parent and the school district). The parent may also bring any other person(s) of their choice, such as an advocate or family friend.

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

The LEA designee invites the appropriate staffing participants and includes the behavior analyst/specialist to an IEP meeting. At the meeting, they will discuss the need for a Functional Behavior Analysis (FBA) if appropriate. Once review of historical data and current data are discussed, then consent is obtained to conduct an FBA and completion of a proposed Behavior Intervention Plan (BIP) is developed. The FBA will be completed no longer than forty-five (45) days from the time permission is obtained. This will be monitored by the referral database.

Describe the school district's procedures for providing training regarding initiating and conducting FBAs and developing and implementing BIPs to include who provides the training and frequency.

Training is provided for FBA and BIP development and implementation through the behavior analyst/specialists, therapists, PLCs, and peer mentoring. FL PBIS provides FBA and BIP training and consultation for our county and ongoing behavior assistance. Senior Behavior Analysts also mentor and support the new analysts/specialists throughout the process.

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

FAPE is provided for students when the behavior is determined not to be a manifestation of the student's handicap by a number of ways, but not limited to: another school setting, alternative school, or home instruction. After the manifestation determination meeting, the parent will be reminded of their options and rights in the event they disagree with the manifestation determination decision made by the IEP team.

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

The parent would need to notify school officials, LEA designee, or the Director of Exceptional Student Education (ESE) or designee if they disagree with the IEP team regarding the manifestation determination through requesting an expedited due process hearing. If an expedited due process hearing is requested, the Director of ESE or designee would then forward the request to the Division of Administrative Hearings (DOAH).

4. Notification to the parent of a removal that constitutes a change of placement of a student

   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 students without disabilities 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 education curriculum, although in another setting, and to progress toward meeting the measurable annual 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 education curriculum, although in another setting, and to progress toward meeting the measurable annual 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 school district's procedures for providing FAPE to students with disabilities who are suspended (in school and out of school), expelled, or placed in an IAES.

FAPE is provided for students with disabilities through a highly qualified certified teacher in the alternate placement: home, public setting, alternative school, with students with disabilities continuing to receive educational services, enabling them to continue to participate in the general curriculum and progress toward meeting IEP goals.

Describe the school district's procedures for providing training and support for staff members who provide services to students with disabilities who are suspended (in school and out of school), expelled, or placed in an IAES.

Training is provided to staff members who provide services to students with disabilities by the ESE department annually. These trainings include but are not limited to: non-violent physical crisis intervention (CPI), de-escalation, behavior management, curriculum-based instruction, and use of technology.

6. Special circumstances and IAES

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:

i. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a state educational agency (SEA) or a school district;

ii. 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

iii. 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 shall notify the parent of that decision and provide the parent with a copy of the notice of procedural safeguards.

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

The principal or designee will notify the parent on the date the decision is made to make a removal that constitutes a change of placement and provide the parent with a copy of the procedural safeguards on the same date. School administrators are trained on this process annually, with additional training provided when needed.

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

The LEA designee and the district Exceptional Student Education (ESE) staff will track the students' removals to an IAES through the district data base to ensure the 45-school-day limit is maintained. Before the conclusion of the meeting where the student is placed on IAES, the LEA designee will set the date for the 45 day review meeting prior to the limit date.

7. Appeal and expedited hearings

a. An expedited hearing may be requested by:

i. 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.; and

ii. 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 Florida 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:

i. A resolution meeting will occur within seven days of receiving notice of the request for an expedited due process hearing; and

ii. 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), F.S.

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

The Director of Exceptional Student Education (ESE) or designee will set-up the resolution meeting within seven (7) days of receiving notice of a requested expedited due process hearing.

8. Authority of an ALJ

An ALJ hears and makes a determination regarding an appeal and request for an 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 Florida 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:

i. 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;

ii. The parent has requested an evaluation to determine whether the student is in need of special education and related services; or

iii. 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:

i. The parent of the student has not allowed an evaluation to determine if the student is an eligible student with a disability;

ii. The parent of the student has refused to provide consent for initial provision of special education and related service;

iii. The parent of the student revoked consent for the student to receive special education and related services; or

iv. 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

i. 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 student without a disability who engages in comparable behaviors.

ii. 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. Reporting a crime

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 laws 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 shall ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of 34 C.F.R. § 300.535(b), s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C.

Describe the school 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 Director of Exceptional Student Education (ESE) or designee who has been responsible for the procedures involving the students in question, will have the responsibility of transmitting the records of students with disabilities. The Director of ESE or designee will transmit disciplinary records to the person making the final determination regarding the disciplinary action.

13. Disciplinary records of students with disabilities

School districts shall 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 students without disabilities.

a. The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.

b. If the student transfers from one school to another, the transmission of any of the student's records will include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

Section E: Participation in State and District Assessments

Statutory and Regulatory Citations

34 C.F.R. § 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 primary purpose of the student assessment program is to provide student academic achievement and learning gains data to students, parents, teachers, school administrators, and school district staff and assess the achievement level and learning gains of each student in English Language Arts (ELA), mathematics and all other subjects assessed.

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. Eligible students may receive paper-based accommodations (regular-print, large-print, one-item-per-page, braille). Students must have an IEP or Section 504 Plan that clearly indicates the reason that the computer-based test is not currently accessible or appropriate for the student. Documentation should include:1. Whether or not the student is currently able to use a computer or mobile device to engage in instruction/assessments;2. Accommodations/assistive technology the student needs when using a computer or mobile device; 3. Training and services the student needs to successfully use a computer or mobile device in instruction/assessments; and 4. The type of media/accommodations (e.g., paper, braille) that are necessary if it is determined that the student cannot use a computer or mobile device for the foreseeable future.

   e. Unique accommodations are specialized accommodations that require alterations to existing test materials, presentation, or administration guidelines. Requests may be submitted for such accommodations that are outside of the scope of currently available test materials and/or established test administration procedures. A unique accommodation must be documented on an IEP or Section 504 Plan, must be used regularly by the student in the classroom, and must not negate the validity of the assessment.

   f. For students with the most significant cognitive disabilities, the Florida Department of Education shall provide for the implementation of the Florida Alternate Assessment to accurately measure the core curricular content established in the state academic standards.

   g. Students who are identified solely as gifted are not eligible for statewide, standardized assessment accommodations.

3. Allowable accommodations

   Allowable and appropriate accommodations for K-2 statewide, standardized progress monitoring assessments are included in the FAST K-2 Renaissance Star Assessments Administration Manual and the K-2 Progress Monitoring Statewide Assessments Accommodations Guide. These resources can be found at https://flfast.org/testing-resources-K2-tech-coord.html.

   Allowable and appropriate accommodations for grades 3-10 statewide, standardized progress monitoring assessments are included in the Test Administrator User Guide and the Statewide Assessments Accommodations Guide. These resources can be found at https://flfast.org/coordinators.html#region03.

   Associated Resources for preparing, administering and reviewing data of the statewide, standardized progress monitoring assessments published by the Florida Department of Education's (FDOE) Office of Assessment can be found at https://flfast.org/coordinators.html.

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. "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)(d), 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.

   b. "Condition" means an impairment, whether recently acquired or longstanding, that 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.

c. "Medical complexity" – Pursuant to s. 1008.22(12), 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.

d. "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)(d), 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 school district superintendent a written request for an extraordinary exemption at any time during the school year, but not later than 60 days before the current year's assessment administration for which the request is made. A request must include all of the following:

a. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills;

b. Written documentation of the most recent evaluation data;

c. Written documentation, if available, of the most recent administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment;

d. A written description of the condition's effect on the student's participation in the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment;

e. Written evidence that the student has had the opportunity to learn the skills being tested;

f. Written evidence that the student has been provided appropriate instructional accommodations;

g. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP that are allowable in the administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment in prior assessments;

h. Written evidence of the circumstance or condition as defined in Rule 6A-1.0943(1), F.A.C.; and

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 (DOAH), which must commence within 20 school days after the parent's request for the expedited hearing. The administrative law judges at DOAH shall make a determination within 10 school days after the expedited hearing. The standard of review for an expedited hearing is de novo, and the FDOE 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 Alternate Assessment (FAA)—Performance Task and the FAA—Datafolio, pursuant to the following provisions:

1. *Definition*. 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.

2. *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:

a. 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 FAA 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:

i. The total number of students for whom a one-year exemption has been granted by the superintendent; and

ii. For each student receiving an exemption, the student's name, grade level, and the specific statewide, standardized assessments from which the student was exempted.

b. One-, two- or three-year or permanent exemption approved by the commissioner as described in s. 1008.22(12), 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:

i. The student's name, grade level, and the statewide, standardized assessment for which the exemption request is made;

ii. The name, address and phone number of the student's parent;

iii. Documentation of parental consent for the exemption;

iv. Documentation of the superintendent's approval of the exemption;

v. 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(12), F.S.; and

vi. Medical documentation of the student's condition as determined by a physician licensed in accordance with Chapter 458 or 459, F.S.

c. 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 a most significant cognitive disability, 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)(d), F.S. and Rule 6A-1.0943(5)(a), F.A.C., is made by the IEP team and recorded on the IEP. The provisions with regard to parental consent for participation in the FAA program, in accordance with s. 1003.5715, F.S., and Rule 6A-6.0331(10)(b), 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 (ELA), 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 C.F.R. § 300.8(c)(10)(ii), students with a primary exceptionality of a specific learning disability (SLD) does not include students with learning problems that are primarily the result of an intellectual disability. Per s. 1008.22, F.S., and Rule 6A-1.0943, F.A.C., only students with a most significant cognitive disability are eligible to participate in the FAA program. Therefore, students with a primary disability category of SLD cannot participate in the FAA program and subsequently should not be enrolled in access courses that align to the FAA program.

4. School 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 must contain a statement of why the general assessment is not appropriate and why the AA-AAAS is appropriate. The IEP also must 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://faa.fsassessments.org/-/media/project/client-portals/florida-alt/2023-2024-faa/manuals-and-guides/checklist-for-course-and-assessment-participation.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.

6. Additional Information Required

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

The school district administers districtwide assessments of academic student achievement.

- (●) Yes
- ( ) No

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

STAR-ESE Prekindergarten students who will be entering kindergarten the following year • End of Course Exams (EOC) for general education courses and Access Courses • iReady (Access students use this as well) • Unique placement tests • TeachTown

Parental Consent Documentation

In accordance with s. 1003.5715, F.S., and Rule 6A-6.0331(10), F.A.C., the school 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 school district documents reasonable efforts to obtain parental consent and the student's parent has failed to respond or the school district obtains approval through a due process hearing. The school district shall obtain written parental consent for the actions described above on the Parental Consent Form – Instruction in Access Points – Alternate Academic Achievement Standards (AP-AAAS) and Administration of the Statewide, Standardized Alternate Assessment, Form 313181 https://www.flrules.org/Gateway/reference.asp?No=Ref-14585.

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

- (●) 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 C.F.R. § 200.6(c)(3)(ii) and (iv) require that a school district submit information justifying the need to assess more than one 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 school districts have unique circumstances that may contribute to a higher number of students who are in access courses and participating in the FAA program. The purpose of this justification is to ensure that school 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 school district's 2022-23 participation percentage in the FAA in the following areas?

Reading

1.3%

Mathematics

1.3%

Science

1.4%

Is the school district over one percent in any area?

- (●) Yes
- ( ) No

The criteria for the following statement is outlined in s. 1008.22(3)(d), F.S., and Rule 6A-1.0943, F.A.C., and on the Checklist for Course and Assessment Participation, which can be found at https://faa.fsassessments.org/-/media/project/client-portals/florida-alt/2023-2024-faa/manuals-and-guides/checklist-for-course-and-assessment-participation.pdf for use in determining student eligibility for participation in the FAA program.

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

Ensuring adherence to criteria for determining eligibility of students with an Individualized Education Program (IEP) for alternate state assessments involves a structured process within Hernando County. The following is our current process. Hernando County ESE leaders will ensure that training is continued within this area at least 2 times per school year with the LEA representatives.

1. **IEP Team Composition**: The IEP team is composed of professionals and individuals knowledgeable about the student, which include special education teachers, general education teachers, parents/guardians, school psychologists, and other relevant specialists. The LEA representative will guide the committee through the alternate assessment eligibility criteria at each meeting where alternate assessment is being considered.
2. **Review of Assessment Data**: The team reviews various types of assessment data from multiple sources to understand the student's strengths and needs. This may include formal assessments, informal observations, progress monitoring data, and input from teachers and parents.
3. **Documentation of Significant Cognitive Disabilities**: For a student to qualify for the alternate state assessment, the IEP team must document that the student has significant cognitive disabilities that prevent their participation in the general state assessment, even with maximum accommodations, supports, and supplementary aides and assistance.
4. **Use of Eligibility Criteria**: The district adheres to specific eligibility criteria set forth by state and federal regulations. These criteria include guidelines on the severity and nature of the disability, the student's participation in the general education curriculum, and whether the student requires extensive supports to access the curriculum.
5. **Individualized Decision-Making**: The decision-making process is individualized and takes into account the unique needs of the student. The team considers whether the student's disability affects their ability to understand or respond to the general assessment items, and whether the student requires significant modifications or supports to participate.
6. **IEP Documentation**: If the team determines that the student qualifies for the alternate state assessment, this decision is documented in the student's IEP. The IEP includes specific goals and objectives related to the alternate assessment, as well as accommodations and supports necessary for the student to participate in educational activities.
7. **Annual Review and Revision**: The IEP team reviews the student's progress annually and revises the IEP as necessary. This includes ongoing evaluation of whether the student continues to meet the criteria for participation in the alternate assessment or if changes in the student's needs or abilities warrant a reassessment of eligibility.
8. **Procedural Safeguards**: Throughout the process, the district ensures compliance with procedural safeguards to protect the rights of students and their parents/guardians. This includes providing notice of meetings, obtaining informed consent for evaluations, and offering opportunities for parents/guardians to participate in decision-making.

By following these structured steps and adhering to established criteria, the public school district aims to ensure that the IEP team makes informed and appropriate decisions regarding the eligibility of students with significant cognitive disabilities for alternate state assessments. This process promotes fairness, transparency, and accountability in supporting the educational needs of these students.

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

Some possible justification of circumstances where enrollment of students in access courses and taking the alternate assessment exceeds one percent requires a focus on programs and practices that support students with significant cognitive disabilities. Here are specific justifications with supporting evidence:

1. **Individualized Education Program (IEP) Planning**:
   - **Justification**: IEP teams in Hernando County carefully consider the unique needs of students with significant cognitive disabilities, often resulting in the selection of access courses aligned with their educational goals. We used data-based decision making to ensure that only students who meet the alternate assessment requirements are placed within the access standards and are eligible to take the alternate assessment. Many of the decisions to place students on alternate assessment or keep them on general education standards are made late into the school year (After the 2nd reporting period of FTE in February).
   - **Supporting Evidence**: Studies show that individualized planning through the IEP process leads to more appropriate educational placements and supports for students with disabilities, including those requiring alternate assessments (Shogren et al., 2015; Yell et al., 2018).
2. **Alternate Assessment Participation Criteria**:
   - **Justification**: Hernando County follows specific criteria for determining eligibility for the alternate assessment, ensuring that students with significant cognitive disabilities who cannot participate in the general state assessment, even with accommodations, are identified appropriately. All of our students currently meet the current state criteria for participation in alternate assessment.
   - **Supporting Evidence**: Research indicates that valid and reliable alternate assessments provide a means for students with significant cognitive disabilities to demonstrate their knowledge and skills in alignment with academic standards (Thurlow & Ysseldyke, 2002; Quenemoen et al., 2003). Currently our high school population (that will be graduating out of the system) has a higher percentage of students taking the alternate assessment, then our students at the elementary or middle school level. We are hopeful that as students graduate, we will be back within the 1% cap outlined in statute.

These justifications and supporting evidence underscore how specific programs and practices within Hernando County Schools may contribute to higher enrollment of students in access courses and taking the alternate assessment. By focusing on individualized supports, inclusive practices, rigorous IEP planning, and professional development, districts can effectively meet the diverse needs of students with significant cognitive disabilities while promoting their academic and functional skills development and maintain that only students with the most severe cognitive delays participate in access courses and the alternate assessment.

What is your school district's risk ratio for disproportionality in each content area for each subgroup?

ELA American Indian or Alaskan Native

4.5%

ELA Black, non-Hispanic

0.92%

ELA Hispanic

0.94%

ELA Asian or Pacific Islander

2.27%

ELA White, non-Hispanic

0.97%

ELA Economically Disadvantaged

0.95%

ELA English Language Learner

0.60%

Math American Indian or Alaskan Native

4.8%

Math Black, non-Hispanic

0.99%

Math Hispanic

0.95%

Math Asian or Pacific Islander

2.74%

Math White, non-Hispanic

0.93%

Math Economically Disadvantaged

0.78%

Math English Language Learner

0.59%

Science American Indian or Alaskan Native

3.7%

Science Black, non-Hispanic

0.97%

Science Hispanic

0.81%

Science Asian or Pacific Islander

2.36%

Science White, non-Hispanic

0.95%

Science Economically Disadvantaged

0.95%

Science English Language Learner

0.82%

Social Studies American Indian or Alaskan Native

n/a

Social Studies Black, non-Hispanic

NA

Social Studies Hispanic

NA

Social Studies Asian or Pacific Islander

n/a

Social Studies White, non-Hispanic

NA

Social Studies Economically Disadvantaged

NA

Social Studies English Language Learner

n/a

If an identified risk ratio is 3 or above in any area, describe the school district's plan to address this disproportionality. This could include examining practices, such as the training and technical assistance provided to personnel on culturally responsive practices; working within a multi-tiered system of supports (MTSS) to promote best practices in screening; progress monitoring; and initial eligibility determination. School districts may also refer to their efforts to decrease disproportionality in evaluation, identification and discipline if similar efforts are made in that area.

Currently there are 3 separate areas that correspond to a risk ratio of >3.00. The subgroup is American Indian/Alaskan Native in all circumstances which fall in the subject areas of Math (risk ratio = 6.00), ELA (risk ratio = 5.50), and Science (risk ratio =.7.00). The high risk ratio in these for this particular subgroup has been determined to be due to the low enrollment district wide of this particular ethnicity. There are 40 students district wide that fall into this ethnic group, 10 of those students are ESE, and 2 of those students have been found eligible to take the FAA assessment. This higher number of students in this category that fall within ESE, causes the disproportionality number to increase. To address this this concern, we formed a task force, consisting of Principals, Teachers, Staffing Specialists, Reading Coaches, Math Coaches, ESE Instructional Personnel, and ESE Administrators to discuss and develop a plan for ESE students on lowering the disproportionate subgroups in the area of ELA, Math and Science.

Rule 6A-1.0943, F.A.C., Statewide Assessment for Students with Disabilities

District-Specific Procedures

These are the criteria required for participation in the statewide, standardized alternate assessment as per Rule 6A-1.0943(5), F.A.C.:

Section A: The decision that a student with a significant cognitive disability will participate in the statewide, standardized alternate assessment as defined in Rule 6A-1.0943(5)(a), F.A.C., must be made by the IEP team and recorded on the IEP.

If the definition of "most significant cognitive disability" is not met according to the criteria set in Rule 6A-1.0943(1)(f)1., F.A.C., then complete Section E of this document, which satisfies Rule 6A-1.0943(1)(f)2., F.A.C.

Section B: The provisions regarding parental consent for participation in the statewide, standardized alternate assessment found in Rule 6A-6.0331(10), F.A.C., must be followed.

Section C: In order for a student to participate in the statewide, standardized alternate assessment, all of the following criteria must be met:

1. The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two consecutive full-time equivalent reporting periods prior to the assessment;

   Evidence of criteria will be provided through the student's current IEP and student schedule.

2. The student must be receiving specially designed instruction, which provides unique instruction and intervention support that is determined, designed and delivered through a team approach, ensuring access to core instruction through the adaptation of content, methodology or delivery of instruction and exhibits very limited to no progress in the general education curriculum standards;

   Evidence of criteria will be provided through MTSS or response-to-intervention (RtI) documentation.

3. The student must be receiving support through systematic, explicit and interactive small-group instruction focused on foundational skills in addition to instruction in the general education curriculum standards;

   Evidence of criteria will be provided through MTSS or RtI documentation.

4. Even after documented evidence of exhausting all appropriate and allowable instructional accommodations, the student requires modifications to the general education curriculum standards;

   Evidence of criteria will be provided with _____ (the required IEP and school district documentation of services provided—accommodation logs, accommodation logs compared to classroom performance).

5. Even after documented evidence of accessing a variety of supplementary instructional materials, the student requires modifications to the general education curriculum standards;

   Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision of supplementary instructional materials —may be a summary from teacher, speech-language pathologist (SLP) or other service providers).

6. Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards;

   Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision assistive technology services provided).

7. Even with direct instruction in all core academic areas (i.e., ELA, mathematics, social studies and science), the student is exhibiting limited or no progress on the general education curriculum standards, and requires modifications;

   Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision of supplementary instructional materials —may be a summary from teacher, SLP or other service providers).

8. Unless the student is a transfer student, the student must have been available and present for grade-level general education curriculum standards instruction for at least 70 percent of the school year prior to the assessment;

   Evidence of criteria will be provided through the student's attendance report.

9. Unless the student is a transfer student, the student must have been instructed by a certified teacher for at least 80 percent of the school year prior to the assessment; and

   Evidence of criteria will be provided through the teacher's certificate and teacher's attendance record.

10. The assessment instrument used to measure the student's global level of cognitive functioning was selected to limit the adverse impact of already-identified limitations and impairments (e.g., language acquisition, mode of communication, culture, hearing, vision, orthopedic functioning, hypersensitivities and distractibility).

    Evidence of criteria will be provided through available evaluations, medical reports or screeners provided in the past.

11. The student has a most significant cognitive disability.

Section D: A student is not eligible to participate in the statewide, standardized alternate assessment if any of the following apply:

1. The student is identified as a student with a specific learning disability or as gifted;

   Evidence of criteria will be provided through IEP and applicable evaluation results.

2. The student is identified only as a student eligible for services as a student who is deaf or hard of hearing or has a visual impairment, a dual sensory impairment, an emotional or behavioral disability, a language impairment, a speech impairment, or an orthopedic impairment; or

   Evidence of criteria will be provided through IEP and applicable data.

3. The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to Section 1008.22(3)(e), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complications subsequent to the administration of that assessment that led to the student having the most significantly below-average global cognitive impairment.

   Evidence of criteria will be provided through statewide standard assessment results, if applicable.

Section E: In the extraordinary circumstance when a global, full-scale intelligent quotient score is unattainable, a school district will comply as follows:

More specifically, in the event when a student cannot be directly assessed, the student who has a suspected most significant cognitive disability for whom assessment via the FAA may be appropriate as defined in Rule 6A-1.0943(1)(f)1., F.A.C., will be identified through the following detailed procedure:

List the factors the school district will use to determine that a direct assessment of cognitive functioning is not achievable.

The school district will use various factors to determine whether a direct assessment of cognitive functioning is not achievable. These factors may include:

1. Presence of Physical or Sensory Impairments: If the student has physical disabilities or sensory impairments (e.g., blindness, deafness) that significantly interfere with their ability to participate in or respond to standardized cognitive assessments.

2. Language or Communication Barriers: When the student's primary language is different from the language in which the assessment is administered, or if the student has limited verbal or nonverbal communication skills that make it difficult to understand or respond to assessment items.

3. Behavioral Challenges: Some students may exhibit behavioral challenges, such as severe attention deficits, hyperactivity, or oppositional behaviors, which interfere with their ability to engage in the assessment process effectively.

4. Medical or Health Conditions: Certain medical or health conditions, such as severe anxiety disorders, epilepsy, or traumatic brain injury, may impair the student's ability to concentrate, sustain effort, or perform cognitive tasks accurately during the assessment.

5. Intellectual or Developmental Disabilities: Students with significant intellectual or developmental disabilities may have cognitive functioning that is too impaired to allow for valid and reliable assessment using standardized measures.

6. Environmental Factors: External factors in the assessment environment, such as noise, distractions, or unfamiliar surroundings, may adversely affect the student's performance on cognitive assessments.

7. Limited Attention Span or Fatigue: Some students, particularly younger children or those with attention-deficit/hyperactivity disorder (ADHD), may have a limited attention span or experience fatigue during lengthy assessment sessions, making it challenging to obtain accurate results.

8. Cultural or Socioeconomic Factors: Cultural differences or socioeconomic disadvantages may impact the student's familiarity with testing procedures, response styles, or the content of assessment tasks, leading to biased or invalid assessment results.

9. Previous Testing History: If the student has a history of unsuccessful testing experiences or has previously demonstrated difficulties with cognitive assessments, it may indicate that a direct assessment of cognitive functioning is not feasible at the present time.

10. Individualized Needs or Accommodations: Students with Individualized Education Programs (IEPs) or Section 504 plans may require specialized accommodations or modifications to access and participate in cognitive assessments effectively. If these accommodations are insufficient or ineffective, a direct assessment may not be achievable.

By considering these factors, the school district can make informed decisions about whether a direct assessment of cognitive functioning is appropriate and feasible for a particular student, and if not, they can explore alternative assessment methods or strategies to evaluate intellectual functioning accurately.

Describe the assessment process the school district will use to determine if a student has a most significant cognitive disability in the absence of reliable direct assessment of cognitive functioning.

When reliable direct assessment of cognitive functioning is not achievable, the school district may use alternative assessment processes to determine if a student has a most significant cognitive disability (MSCD). Here's a general description of the assessment process we might use:

1. Review of Existing Information: The school psychologist begins by gathering and reviewing existing information about the student's academic, developmental, medical, and behavioral history. This may include previous assessment results, school records, medical records, teacher observations, and input from parents or guardians.

2. Functional Behavioral Assessment (FBA): If the student exhibits challenging behaviors that interfere with assessment procedures, the school psychologist may conduct an FBA to identify the antecedents, triggers, and consequences of these behaviors. This information helps develop behavior intervention strategies to support the student during assessment activities.

3. Observations: The school psychologist observes the student in various settings, such as the classroom, therapy sessions, or social interactions, to gain insights into their behavior, communication skills, adaptive functioning, and learning preferences.

4. Informal Assessment: Instead of standardized cognitive tests, school psychologists may use informal assessment methods to gather information about the student's cognitive abilities. These may include structured observations, curriculum-based assessments, performance assessments, checklists, and interviews with teachers, parents, or other professionals who work closely with the student.

5. Adaptive Behavior Assessment: Assessment of adaptive behavior evaluates the student's ability to function independently and perform everyday activities required for personal and social competence. School psychologists may use standardized measures or structured interviews to assess adaptive skills in areas such as communication, self-care, socialization, and community participation.

6. Portfolio Assessment: A portfolio assessment involves collecting samples of the student's work overtime to document their progress, accomplishments, and areas of difficulty. The portfolio may include academic work, projects, artwork, writing samples, and other artifacts that provide evidence of the student's abilities and achievements.

7. Collaborative Team Approach: The assessment process typically involves collaboration among a multidisciplinary team, including school psychologists, special education teachers, general education teachers, speech-language pathologists, occupational therapists, physical therapists, and other relevant professionals. This team approach ensures comprehensive evaluation and considers the student's strengths, needs, and individualized supports.

8. Parent and Student Input: Parents or guardians and, when appropriate, the student themselves, provide valuable input regarding the student's strengths, challenges, preferences, and goals. Their perspectives help inform the assessment process and guide decision-making about appropriate interventions and supports.

9. Documentation and Reporting: The school psychologist documents assessment findings, interpretations, and recommendations in a comprehensive report. This report summarizes the student's strengths, areas of need, and eligibility for special education services, including whether the student meets criteria for a most significant cognitive disability.

10. Individualized Education Program (IEP) Development: Based on assessment results, the IEP team develops an individualized education program that outlines the student's educational goals, specialized services, accommodations, and modifications to support their learning and development. The IEP is periodically reviewed and updated to reflect the student's progress and changing needs.

By using a combination of alternative assessment methods, collaboration with stakeholders, and a student-centered approach, the school district can effectively determine if a student has a most significant cognitive disability and develop appropriate interventions to support their educational success.

Describe how the school district will train and monitor staff with compliance of the determination and assessment process.

The Hernando County School District implements a comprehensive training and monitoring program to ensure that Program Staffing Specialists, ESE (Exceptional Student Education) Specialists, and IEP (Individualized Education Program) Teams are equipped with the knowledge and skills necessary to determine the need for a student to take an alternate assessment and to facilitate the accompanying assessment process. Here's how training will be completed:

1. Initial Training: The district provided initial training to Program Staffing Specialists, ESE Specialists, and IEP Teams on the criteria for determining the need for an alternate assessment, including regulations from the state education department or relevant governing bodies. This training covers the types of disabilities that may warrant consideration for alternate assessments, eligibility criteria, and the decision-making process.

2. Legal and Procedural Compliance: Training emphasizes the legal and procedural requirements related to assessment and eligibility determination, ensuring that staff members understand their roles and responsibilities in adhering to state and federal laws, district policies, and professional standards.

3. Assessment Procedures and Tools: Staff members receive training on the assessment procedures and tools used to evaluate students for alternate assessments. This includes familiarization with standardized assessment instruments, observation techniques, portfolio assessment methods, and other alternative assessment approaches appropriate for students with diverse needs.

4. Data Collection and Analysis: Training emphasizes the importance of collecting relevant data, including academic, behavioral, and adaptive functioning information, to inform decision-making about alternate assessments. Staff members learn how to collect, analyze, and interpret data effectively to determine eligibility and develop appropriate educational plans.

5. Collaborative Decision-Making: Staff members are trained in collaborative decision-making processes involving multidisciplinary teams, including educators, parents or guardians, related service providers, and other stakeholders. Training emphasizes the importance of active communication, consensus-building, and consideration of diverse perspectives in determining the need for alternate assessments and developing individualized plans.

6. Cultural Competence and Sensitivity: Staff members receive training on cultural competence and sensitivity to ensure that assessment practices are unbiased, culturally responsive, and respectful of the cultural and linguistic backgrounds of students and families.

7. Ongoing Professional Development: The district provides ongoing professional development opportunities, including workshops, seminars, conferences, and online resources, to support continuous learning and skill development related to alternate assessments and compliance with assessment procedures.

8. Monitoring and Quality Assurance: The district implements monitoring and quality assurance mechanisms to ensure that assessment practices align with established guidelines and standards. This may include regular reviews of assessment documentation, fidelity checks on assessment procedures, and feedback mechanisms for staff members.

9. Documentation and Reporting: Staff members are trained in accurate documentation and reporting practices, ensuring that assessment results, eligibility determinations, and educational plans are documented in compliance with regulatory requirements and district policies.

10.Feedback and Support: The district provides feedback, guidance, and support to staff members throughout the assessment process, addressing any concerns, challenges, or training needs that may arise. This includes access to supervision, consultation, and professional development resources as needed.

By implementing a robust training and monitoring program, the Hernando County School District ensures that Program Staffing Specialists, ESE Specialists, and IEP Teams are well-prepared to make informed decisions about alternate assessments and to support the educational needs of students with disabilities effectively.

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities

Statutory and Regulatory Citations

34 CFR §§300.25 and 300.101
Sections 1003.01, 1003.21, and 1003.57, F.S.
Rule 6A-6.03026, F.A.C.

Definition

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

Eligibility Criteria

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

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

Child Evaluation

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

Instructional Program

Regarding a child who is eligible for admission to public kindergarten in accordance with s.1003.21, F.S., an eligible PreK child with a disability may receive instruction for one additional school year in a PreK 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 school district's will have processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities, including school district procedures that ensure its participation in the transition conference and development of the IEP by age 3.

Describe the school district's processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities.

The Early Steps Family Support Coordinator and District Local Education Agent (LEA) Representative meet at least one (1) time each month to coordinate transition conferences and plan for smooth transitions. In addition, they are in contact via phone multiple times per month. The LEA Representative attends the transition conference. The ESE prekindergarten diagnostic team coordinates assessments with the Early Steps Family Support Coordinator. Assessments received from Early Steps are used, if appropriate. Staff from both agencies work together to complete assessments. The LEA Representative at the child's zoned school receives information from the prekindergarten diagnostic team as soon as information is received from Early Steps so that, if the child is found eligible for Part B services, they can schedule the Individual Education Plan (IEP) meeting before the child's third birthday to ensure the IEP is developed on or before the child's third birthday. In addition, LEA Representatives are available during the summer months to ensure proper staffing of C to B within the required timeline.

Since the Child Outcome Summary (COS) process requires team decision-making and discussion about the child's functioning across settings and situations, we provide time for parent and teachers to complete the entry rating at the eligibility meeting. The time is provided during summer meetings as well.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy
    a. The PreK 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.
        i. For PreK children with disabilities, during the year prior to kindergarten entry, the Florida Early Learning and Developmental Standards (FELDS) 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.
        ii. The FELDS are used to help 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.
        iii. For children birth to the age of eligibility for the Voluntary Prekindergarten program, FELDS 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 that is aligned with the FELDS 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 PreK children with disabilities.

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

Section G: Individualized Family Support Plan (IFSP) for Students with Disabilities Birth Through 5 Years of Age

Students with Disabilities Ages Birth through 2 Years

Statutory and Regulatory Citations

34 C.F.R. § 303.340
Sections 1003.03, 1003.21 and 1003.57, F.S.
Rules 6A-6.03029 and 6A-6.0331, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of families who have children with disabilities, birth through 2 years of age, 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 birth through 2 years of age.

Procedures

1. Contents of an IFSP, which must be written, includes

   The IFSP must be written 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;

   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:

      i. 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 the Individuals with Disabilities Education Act, Part C, and

      ii. Include a description of the steps the service coordinator or family may take to assist the child and family in securing additional supports not currently being provided;

   i. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the services identified on the plan including transition services and coordination with other agencies and persons;

   j. Family demographic and contact information;

   k. A statement of eligibility, including recommendations for children not found eligible;

   l. A description of everyday routines, activities, and places in which the child lives, learns and plays and individuals with whom the child interacts;

   m. Identification of the most appropriate IFSP team member to serve as the primary service provider; and

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

2. Contents of IFSPs for children birth through 2 years of age

   IFSPs developed for children with disabilities birth through 2 years of age 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 3, to preschool services for children with disabilities ages 3 through 5 years, or other services that may be available, if appropriate; the steps required for transition include:

i. Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;

ii. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;

iii. Notification information to the school district for the purpose of child find;

iv. 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

v. 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 birth through 2 years of age include:

i. 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; and

ii. 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 parents and other participants.

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

i. The degree to which progress toward achieving the results or outcomes identified on the IFSP is being made;

ii. Whether modifications or revision of the results or outcomes or services are necessary; and

iii. Whether additional needs have been identified based on ongoing assessment or observation.

c. A face-to-face meeting is conducted on at least an annual basis to 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 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:

i. Conducted in settings and at times that are convenient to families; and

ii. 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, and written notice is 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 parents and informed written consent from the parents is obtained prior to the provisions of early intervention services described in the plan. If the parents 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 (birth through 2 years of age)Participants in the development of IFSPs (both initial and annual) for children with disabilities birth through 2 years of age must include:

a. The parent or parents of the child;

b. Other family members as requested by the parents, if feasible to do so;

c. An advocate or individual outside of the family, if the parents 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; and

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 birth through 2 years of age 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;

c. Signatures of those who developed the IFSP; and

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

8. For children birth through 2 years of age, the school district is only financially responsible for the early intervention services specified and agreed to through the IFSP process.

Students with Disabilities Ages 3 through 5 Years

Statutory and Regulatory Citations

34 C.F.R. §§ 300.323 and 303.340
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 birth through 2 years of age or special education and related services to children with disabilities ages 3 through 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 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. Contents 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;

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

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 through 5 years, or other services that may be available. The steps required for transition shall include:

i. Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;

ii. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;

iii. 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

iv. 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 through 5 are in accordance with the requirements in Rule 6A-6.03028(3)(e), F.A.C.

   a. 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.

   b. 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 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.

3. Participants in IFSP meetings (ages 3 through 5 years) include:

   a. The parent or parents of the child;

   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 school 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 school district;

   e. An individual who can interpret the instructional implications of the evaluation results. This individual may be a member of the committee as described in b. through d. above;

   f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel (Note: The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IFSP meeting); and

   g. Whenever appropriate, the child.

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

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

      i. Ensure that the student has all of the rights of a student with a disability who is served by a school district.

      ii. 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

      iii. 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 nonmedical care and room and board, must be at no cost to the parents of the student.

6. For children ages 3 through 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

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, and
    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; or
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 and
    d. May include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted.
2. Evaluations and qualified evaluators for students who are gifted are listed in Part I of this document.

Temporary Break in Service

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

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy
    a. Each student identified as being eligible for gifted services is entitled to receive a free appropriate public education which will enable the student to progress in the general curriculum to the maximum extent appropriate.
    b. Specially designed instruction, appropriate related services, and programs for students who are gifted shall provide significant adaptations in one or more of the following: curriculum, methodology, materials, equipment, or environment designed to meet the individual and unique needs and goals of each student who is gifted.
    c. A range of service delivery options is available to meet the student's special needs. Teachers are trained to provide the unique services identified for each student and are provided with administrative support to ensure reasonable class size, adequate funds for materials and inservice training.
2. Curriculum
    a. Curriculum options include an effective and differentiated curriculum designed for the abilities of the student who is gifted to ensure that each individual student progresses in the curriculum.
    b. The curriculum may include, but is not limited to, opportunities for problem solving, problem-based learning, application of knowledge and skills, and other effective instructional strategies.
    c. The teachers of the students who are gifted are trained to provide a curriculum based on the educational characteristics and needs of the learner who is gifted.

d. The 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 in understanding their special characteristics.

e. Support services are provided in coordination with local school district student services and community agencies, the Florida Diagnostic and Learning Resources System associate centers, special projects funded by the Bureau of Exceptional Education and Student Services, and other agencies of state and local government.

f. No student may be given special instruction for students who are gifted until after he or she has been properly evaluated and found eligible for gifted services.

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

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

Section B: Educational Plans (EPs) for Students who are Gifted

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

Statutory and Regulatory Citation

Sections 1001.02, 1003.01, and 1003.57, F.S.
Rule 6A-6.030191, F.A.C.

Procedures

1. The school 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:

i. 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 school district assessments, and evaluation results;

ii. A statement of goals, including benchmarks or short-term objectives;

iii. A statement of the specially designed instruction to be provided to the student;

iv. A statement of how the student's progress toward the goals will be measured and reported to the parents; and

v. 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:

i. The strengths of the student and the needs resulting from the student's giftedness;

ii. The results of recent evaluations, including class work and state or school district assessments; and

iii. 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:

i. 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.

ii. 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.

iii. Meetings are held to develop and revise the EP at least once every three years for students in kindergarten through grade 8 and at least every four years for students in grades 9 through 12.

iv. 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:

i. 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 education curriculum, and participating in the determination of what services the school district will provide to the child and in what setting;

ii. At least one teacher of the gifted program;

iii. 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 the review and revision of subsequent EPs;

iv. 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 school district, one of the student's teachers may be designated to serve as the school district representative;

v. 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;

vi. 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); and

vii. Whenever appropriate, the student.

2. Parent participation in EP meetings

The school district takes the following steps to ensure that one or both 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 school district uses other methods to ensure parent participation, including individual or conference telephone calls or virtual platforms.

ii. A meeting may be conducted without a parent in attendance if the school district is unable to obtain the attendance of the parents. In this case, the school district maintains a record of its attempts to arrange a mutually agreed on time and place. These detailed records include such items as:

1. Telephone calls made or attempted and the results of those calls,

2. Emails or text communications sent to the parents and any responses received,

3. Copies of correspondence sent to the parents and any responses received, and

4. Visits made to the parent's home or place of employment and the results of those visits.

iii. The school 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 of the EP, and each teacher of the student is informed of his or her specific responsibilities related to the implementation of the EP.

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

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

Statutory and Regulatory Citations

34 C.F.R. §§ 300.130 through 300.144
Rules 6A-6.03011 through 6A-6.0361, F.A.C.
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, which meet the definition of elementary school or secondary school under Rules 6A-6.03011 through 6A-6.0361, F.A.C. It 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 implementing the requirements of this section, the school district will undertake activities similar to those 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 child find obligation.

   c. Completion period

      The child find process will be completed in a time 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 the Individuals with Disabilities Education Act (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 bypass provisions in 34 C.F.R. §§ 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.

The school district has the option to include model forms regarding the transfer of parental rights at the age of majority.

- ○ The school district's model forms can be found in Appendix A of this document.
- ◉ There are no additional forms for this section.

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

   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 and
- 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 3 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 3 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 3 through 21.

b. For children aged 3 through 5 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 3 through 5.

c. Children aged 3 through 5 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 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 Part 300 of 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, but in no case supplant, the proportionate amount of federal funds required to be expended for parentally placed private school students with disabilities.

9. Consultation with private school representatives

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

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

b. The determination of the proportionate share of federal funds available to serve parentally placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated.

c. The consultation process among the school district, private school officials, and representatives of parents of parentally placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally placed students with disabilities identified through the child find process can meaningfully participate in special education and related services.

d. Provision of special education and related services; how, where and by whom special education and related services will be provided for parentally placed private school students with disabilities, including a discussion of:

i. The types of services, including direct services and alternate service delivery mechanisms.

ii. How special education and related services will be apportioned if funds are insufficient to serve all parentally placed private school students. and

iii. 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.

Describe the school district's procedure for ensuring meaningful consultation and obtaining written affirmation with representatives of participating private schools to include the following:

- **How the school district selects, identifies and records participating private schools for this consultation,**
- **How frequently and in what format consultation occurs, and**
- **Specify personnel (by role or title) identified as the school district lead for this process.**

How the school district selects, identifies and records participating private schools for this consultation.

The school district uses the FLDOE site to identify the registered Private Schools. It is then filtered to Not for Profit schools only. Once they are identified an invitation is sent for the Fall Parentally Placed Private School meeting. Schools are notified through email, a mailed invitation, and an announcement is placed in the local newspaper. All three communication methods include the date, time, and location of the meeting. Parents can be made aware of the meeting from the private School administrators where their child attends school as well as the public announcement which is available to Private School Families as well as Home Schooled students. The fall meeting is on TEAMs. An additional meeting request link is emailed to each Not-for-Profit Private School representative listed on the FLDOE site and any parent that responds showing interest in attending. There is a slide presentation introducing the contact at the ESE (Exceptional Student Education) District Office along with an explanation of the Child Find Process and discussion on how to contact FDLRS for screenings for students under age 5 or prior to attending kindergarten. Information is shared on proportionate shares and how we can best serve the schools or families of the students choosing an alternative to Public School. The presentation also covers key definitions such as the MTSS process, the consultation process, the rights of the private schools under IDEA, proportionate shares, and the affirmation of consultation. The ESE coordinator also provides each school with a Private School Students with Disabilities Count Form for the school to complete as well as an Affirmation of Consultation with Private School Officials and Parental Representatives for them to sign and return to The District Parentally Placed Coordinator after they have participated in the meeting. Additionally, a flyer outlining all Exceptional Student Education Parentally Placed Private School Consultation is available at the meeting and sent to each school in the mail with invitation. Parents that call the ESE office are sent directly to the ESE coordinator overseeing Private Schools to answer questions and support their request for evaluations when warranted.

· **How frequently and in what format consultation occurs, and**

There are two Parentally Placed Private School meetings each year. The Teams meeting as outlined above and a Symposium hosted at the District Office in the Spring. At this Symposium, all district administrators provide information on all federally funded local education programs and potential support for private schools including Child Find and IDEA information as outlined above. This symposium is a face-to-face opportunity for private school representatives and parents to attend. There is an invitation from the Director of Federal Programs sent to each private school. Additionally, the Coordinator of ESE places an announcement in the local paper. At both meetings the Coordinator of ESE answers all questions and is there to listen to all concerns that parents or Private School Administrators have. If there is a question that she is unsure of she responds to the families or administrators once the information is found out. Additionally, Communication with Parentally Placed Private School administrators as well as families is ongoing throughout the year by email, the district "Let's Talk" communication program, or phone calls throughout the year. To ensure the consultation is meaningful,

a survey of participants will be provided, allowing them to give feedback and add any questions not covered in the meeting.

· **Specify personnel (by role or title) identified as the school district lead for this process.**

One of the Coordinators of Exceptional Student Education, is the lead for this process. Fall, the Coordinator acts alone, and Spring is collaborating with the Director of Federal Programs.

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 the FDOE the basis of the noncompliance by the school district with the applicable private school provisions. The school district will then forward the appropriate documentation to the FDOE. If the private school official is dissatisfied with the decision of the FDOE, the official may submit a complaint to the U.S. Secretary of Education by providing the information on noncompliance. The FDOE will then 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, per the school district's determination of services it will make available to parentally placed private school students with disabilities.

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

14. Equitable services provided

    a. The provision of equitable services will be by employees of the school district or through contract by the school district with an individual, association, agency, organization or other entity.

    b. The services provided to parentally placed private school students with disabilities will be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who are providing equitable services to parentally placed private school students with disabilities are not required 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, must 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 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 are applicable 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 must be filed with the school district in which the private school is located, with a copy forwarded to the 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 or personnel, or equipment and supplies will be filed in accordance with the state complaint procedures described in Rule 6A-6.03311, F.A.C.

    b. A complaint filed by a private school official under this section will be filed with the FDOE in accordance with its state complaint procedures, as prescribed in Rule 6A-6.03311, F.A.C.

18. Requirement that funds not benefit a private school

    a. The school district will not use funds provided under IDEA to finance the existing level of instruction in a private school or to otherwise benefit the private school.

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

19. Use of personnel

    a. The school district may use funds available under IDEA to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally placed private school students with disabilities, if those services are not normally provided by the private school.

    b. The school district may use funds available under IDEA to pay for the services of an employee of a private school to provide equitable services, if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.

20. Separate classes prohibited

    The school district will not use funds available under IDEA for classes that are organized separately based on 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 IDEA funds will be used for repairs, minor remodeling, or construction of private school facilities.

Section B: Family Empowerment Scholarship for Students with Unique Abilities

Statutory and Regulatory Citations

Chapter 1002, Part III, F.S.
Sections 393.063, 393.069, 456.001, 1002.01, 1002.394, 1002.395, 1002.66 and 1005.02, F.S.
Rule 6A-6.0952, F.A.C.

Definition

Effective July 1, 2022, the McKay Scholarship Program was repealed and joined the Family Empowerment Scholarship Program under the Unique Abilities (FES UA) category, which provides children of families with limited financial resources with education options to achieve success in their education.

The following are defined as they relate to the FES UA:

1. “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.

2. “Curriculum” means a complete course of study for a particular content area or grade-level, which includes any required supplemental materials.

3. “Department” means the Florida Department of Education.

4. “Disability” means, a 3- or 4-year-old child or for a student in kindergarten to grade 12, and any of the following:

    a. 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. 393.063, F.S.;

    b. Cerebral palsy, as defined in s. 393.063, F.S.;

    c. Down syndrome, as defined in s. 393.063, F.S.;

    d. Intellectual disability, as defined in s. 393.063, F.S.;

    e. Speech impairment;

    f. Language impairment;

    g. Orthopedic impairment;

    h. Other health impairment;

    i. Emotional or behavioral disability

    j. Specific learning disability, including, but not limited to, dyslexia, dyscalculia or developmental aphasia;

    k. Phelan-McDermid syndrome, as defined in s. 393.063, F.S.;

    l. Prader-Willi syndrome, as defined in s. 393.063, F.S.;

    m. Spina bifida, as defined in s. 393.063, F.S.;

    n. For a high-risk child, meaning a child aged 3 to 5 years of age with a developmental delay in cognition, language or physical development, as defined in s. 393.063(23)(a), F.S.;

    o. Muscular dystrophy;

    p. Williams syndrome;

    q. 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;

    r. Anaphylaxis;

    s. Hearing impairment (including deafness);

    t. Visual impairment (including blindness);

    u. Traumatic brain injury;

    v. Hospital or homebound; or

    w. Dual sensory impairment, as defined by Rule 6A-6.03022, F.A.C., and evidenced by reports from the local school district.

5. “Eligible nonprofit scholarship-funding organization” as defined in s. 1002.395, F.S.;

6. “Eligible postsecondary institution” means any of the following:

    a. Florida College System institution;

    b. State university;

    c. School district technical center;

    d. School district adult general education center; or

e. 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.

7. “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.

8. “IEP” means an individual educational plan.

9. “Inactive” means that no eligible expenditures have been made from an account funded by the Family Empowerment Scholarship.

10. “Parent” means a resident of this state who is a parent, as defined in s. 1000.21, F.S.

11. “Program” means the Family Empowerment Scholarship Program.

Eligibility Criteria for the FES UA

A parent of a student with a disability may apply for and receive from the State a scholarship for the purpose specified in paragraph (4)(b), if the student:

1. Is a resident of this state or the dependent child of an active duty member of the Unites States Armed Forces who has received permanent change of station orders to this state or, at the time of renewal, whose home of record or state of legal residence is Florida;

2. Is 3 or 4 years of age during 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;

3. Has a disability as defined in subsection (2); and

4. Is the subject of an IEP written in accordance with rules of the State Board of Education or with the applicable rules of another state or has received a diagnosis of a disability from a physician who is licensed under Chapter 458 or 459, a psychologist who is licensed under Chapter 490, or a physician who holds an active license issued by another state or territory of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

Scholarship Prohibitions

A student is not eligible for a Family Empowerment Scholarship while:

1. Enrolled full time in a public school, including, but not limited to, the Florida School for the Deaf and the Blind, the College-Preparatory Boarding Academy, the Florida School for Competitive Academics, the Florida Virtual School, the Florida Scholarships Academy, a developmental research school, authorized under s.1002.32, F.S., or a charter school authorized under this chapter. For purposes of this paragraph, a 3- or 4-year-old child who receives services funded through the Florida Education Finance Program is considered to be a student enrolled in a public school;

2. Enrolled in a school operating for the purpose of providing educational services to youth in Department of Juvenile Justice commitment programs;

3. Receiving any other educational scholarship in pursuant to this chapter. However, an eligible public school student receiving a scholarship under s.1002.411, F.S. may receive a scholarship for transportation pursuant to subparagraph (4)(a)2.;

4. Not having regular and direct contact with his or her private school teachers, pursuant to s. 1002.421(1)(i), F.S., unless he or she is eligible pursuant to paragraph (3)(b) and enrolled in the participating private school’s transition-to-work program pursuant to subsection (16) or a home education program pursuant to s.1002.14, F.S.;

5. Participating in a private tutoring program in accordance with s. 1002.43, F.S.; or

6. Participating in a virtual school, correspondence school or distance learning program that receives state funding pursuant to the student’s participation.

School District’s Obligations and Parental Options

School district’s obligations and parental options include the following:

1. The school district shall notify a parent who has made a request for an IEP that the school district is required to complete the IEP and matrix of services within 30 days after receiving notice of the parent’s request;

2. 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 Rule 6A-6.03028(3)(f)2., F.A.C;

3. The school district shall provide for state assessments to students, upon parental request;

4. Pursuant to s.1002.394(7)(c)1, F.S., within 10 days after an IEP meeting is held, a school district shall notify the parent of a student of all options available pursuant to this section and offer that student’s parent an opportunity to enroll the student in another public school in the school district;

5. The parent is not required to accept the offer of enrolling the student in another public school in lieu of requesting a scholarship. However, if the parent chooses the public school option, the student may continue attending the public school chosen by the parent until the student graduates from high school;

6. The parent may choose another public school in the school district, and the school district shall provide transportation to the public school selected by the parent; and

7. The parent may choose, as an alternative, to enroll the student in and transport the student to a public school in an adjacent school district that has available space and has a program with the services agreed to in the student’s IEP already in place, and that school district shall accept the student and report the student for purposes of the school district’s funding pursuant to the Florida Education Finance Program.

☑ I have read and understand the above information.

***Note:** Due to proposed changes to HB 1403, s. 1002.394(3)(b), F.S. and s. 1002.394(6), F.S., these statutes will be effective July 1, 2024.

Part V. Appendices

Appendix A: General Policies and Procedures

1. Procedural Safeguards for Students with Disabilities

One of the following must be selected:

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

2. Procedural Safeguards for Students Who Are Gifted

One of the following must be selected:

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

☐ This requirement is not applicable for the Florida Department of Corrections.

3. Transfer of Parental Rights at Age of Majority

4. Provision of Equitable Services to Parentally-Placed Private School Students with Disabilities

Appendix B: Unique Philosophical, Curricular or Instructional Considerations

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

II.B.1 Autism Spectrum Disorder

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

II.B.2 Deaf or Hard of Hearing

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

II.B.3 Developmentally Delayed

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

II.B.4 Dual Sensory Impaired

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

II.B.5 Emotional or Behavioral Disabilities

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

II.B.6 Established Conditions

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

II.B.7 Homebound or Hospitalized

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

II.B.8 Intellectual Disabilities

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

II.B.9 Orthopedic Impairment

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

II.B.10 Other Health Impairment

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

II.B.11 Traumatic Brain Injury

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

II.B.12 Specific Learning Disabilities

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

II.B.13 Speech Impairments

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

II.B.14 Language Impairments

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

II.B.15 Visually Impaired

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

II.B.16 Related Services – Occupational Therapy

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

II.B.17 Related Services – Physical Therapy

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

II.C. Individual Educational Plans (IEPs)

II.F. Prekindergarten Children with Disabilities

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

III.A. Gifted

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

Other

Appendix B

Unique Philosophical, Curricular, or Instructional Considerations

Part II Section B.3 **Developmental Delays**

Qualified Evaluators

For students suspected of having developmental delays or who may qualify as prekindergarten children with disabilities, the district is responsible for conducting all initial evaluations necessary to determine if the student is eligible for ESE and to determine the educational needs of the student. Evaluations must be conducted by examiners, including physicians, school psychologists, psychologists, speech-language pathologists, teachers, audiologists, educational diagnosticians and social workers who are qualified in the professional's field as evidenced by a valid license or certificate to practice such a profession in Florida.

Evaluations

In addition to the formal evaluation instruments utilized by school psychologists, diagnosticians, and therapists, our district also uses several instruments for monitoring.

Prekindergarten students are monitored for progress through the Child Outcome Summary (COS) and Florida Early Learning Standards. Students who are four and approaching kindergarten are also progress monitored through the Florida Assessment of Student Thinking (FAST) – STAR Early Literacy.

Students in grades K-2 are monitored for progress through FAST-STAR, FAST, and iReady.

Unique Philosophical, Curricular or Instructional Considerations

Transition to Kindergarten

A child found eligible for Developmental Delay (DD) in prekindergarten can transition to kindergarten with the DD exceptionality as long as they still meet the criteria. The IEP team will review the child's current data and the IEP during a kindergarten transition meeting. This meeting includes the parent, prekindergarten teacher, a general education kindergarten teacher, therapists, and the LEA, along with anyone else who may have relevance to the student. Based on data, IEP goals are determined to enable the student a smooth transition to kindergarten, along with related services and supports. If the team determines that the educational or related service needs warrant a reevaluation, it will be initiated. The team may decide, based on data, the student no longer requires supports provided through the IEP and can be dismissed from the program.

Appendix B

Unique Philosophical, Curricular, or Instructional Considerations

Part 2 Section F - **Prekindergarten Children with Disabilities**

Qualified Evaluators

For students suspected of having developmental delays or who may qualify as prekindergarten children with disabilities, the district is responsible for conducting all initial evaluations necessary to determine if the student is eligible for ESE and to determine the educational needs of the student. Evaluations must be conducted by examiners, including physicians, school psychologists, psychologists, speech-language pathologists, teachers, audiologists, educational diagnosticians and social workers who are qualifies in the professional's field as evidenced by a valid license or certificate to practice such a profession in Florida.

Gifted

Additional information for Programs for Students Identified as Gifted

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
        - Parents and school staff may refer a student at any time for a gifted screening by contacting teachers, counselors, administrators, or the Hernando County ESE District Office. The gifted screener (typically the Kaufman Brief Intelligence Test (K-BIT) current edition, as of 6.24.2024 is the 2nd edition) is administered by the school counselor. Students that score at or above the 90th percentile on this screener are automatically referred for further evaluation.
        - Additionally, students in first grade will be administered a universal screening (such as the Naglieri Non-Verbal Ability Test (NNAT)) conducted online during the second semester of each school year and monitored by school counselors or the assessment coordinator. Referral for further evaluation of the student will be determined based on the screening results.

2. Student Evaluation Procedures
    - A description of the evaluation procedures and measurement instruments that will be used
        - The school psychologist at the student's school will receive the referral. The psychologist will match the evaluation instrument(s) to the needs of the student. Some of the evaluation instruments to be used are:
            - Wechsler Non-Verbal Intelligence Test
            - Universal Non-Verbal Intelligence Test
            - Comprehensive Test of Non-Verbal Intelligence
            - Special Non-Verbal Composite Differentiated Abilities Scale 2
            - Reynolds Intelligence Assessment Scale
        - Teacher input from *Hernando County's Gifted Characteristics Checklist* and *Documentation of Need for Special Program* (see attached)

3. Eligibility Criteria
    - The student must have an intellectual quotient of 118 or higher as measured on an individual intellectual assessment, and
    - 33 gifted characteristics (which is two-thirds) rated as either "Almost Always" or "Frequently" on *Hernando County's Gifted Characteristics Checklist*, and
    - At least one (1) statement checked on the Documentation of Need for Special Program
    - A copy of *Plan B Matrix*

    Hernando County's Gifted Characteristics Checklist is divided into the four (4) areas identified by The Department of Education: Academic Performance, Motivational characteristics, Creativity Characteristics, and Leadership Characteristics.

4. Instructional Program Modifications and/or Adaptations
Hernando County is using the following strategies and tools to help modify and/or adapt the general education program to meet the needs of identified Plan B Gifted students:

- **Differentiated Instruction:** Teachers will modify lesson plans to provide more depth and complexity for gifted students. This might involve offering advanced readings, additional assignments, or opportunities for independent research.
- **Acceleration Options:** Providing opportunities for acceleration allows gifted students to progress through the curriculum at a faster pace. This can include enrolling in advanced courses, or participating in dual enrollment programs with local colleges.
- **Enrichment Activities:** Offering enrichment activities outside of regular classroom instruction allows gifted students to explore their interests in greater depth. This may include extracurricular clubs, competitions, or mentorship programs with professionals in their field of interest.
- **Flexible Grouping:** Implementing flexible grouping strategies allows gifted students to collaborate with peers who are also performing at an advanced level. This might involve grouping students by ability for certain activities or projects, allowing them to work together on more challenging tasks.
- **Professional Learning:** Professional learning opportunities for teachers on how to effectively support gifted learners are offered to teachers in a variety of formats. This might involve training on differentiating instruction, understanding the social and emotional needs of gifted students, and/or identifying and nurturing gifted students.
- **Parent Involvement:** Collaboration with parents is essential in supporting the needs of gifted students. Keeping parents informed about their child's progress, providing resources for enrichment outside of school, and involving them in decision-making processes regarding their child's education are done on a regular basis help ensure a supportive learning environment.
- **Regular Monitoring and Evaluation:** Continuously monitoring and evaluating the effectiveness of the modifications made for Plan B gifted students is done at least 3 times a year. This allows for adjustments to be made as needed to ensure that students are challenged appropriately and making academic progress.

By implementing these strategies, Hernando County can effectively modify and/or adapt its general education program to meet the needs of Plan B gifted students, providing them with the support and opportunities they need to thrive academically and socially.

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 gifted students will be analyzed yearly by the Director of Exceptional Student Education and the administration of the Gifted Programs in Hernando County Schools.
   -
     - Data will be collected from screenings, evaluations, and eligibilities of underrepresented students. This data will be analyzed yearly to determine if the current plan is effective and the percentage is increasing. If the percentages does not increase significantly, modifications will be made to the plan.

School Board of Hernando County

Gifted Eligibility Matrix, Plan B

Date: _____

Student Name: _____ Student #: _____

Grade: _____ DOB: _____ School: _____

Environmental Indicators: (attach documentation)

Low SES Status _____ ELL Classification: _____ Home Language: _____

Gifted Characteristic Checklist (GCC) and Documentation of Need for a Special Program Completed By:

Name of Teacher(s): _____

Documentation of Need for a Special Program Score: _____ out of 4 (Must have at least 1 to move on)

Matrix Scoring System

Intellectual Abilities	**4**	**3**	**2**	**1**	
	125+	122-124	120-121	118-119	**Intellectual Abilities Score**
Evaluation Instrument: _____ Full Scale Score: _____	_____	_____	_____	_____	_____
Gifted Characteristics Checklist	46-50	41-45	37-40	33-36	**Gifted Characteristic Score**
Add 'Almost Always' and 'Frequently' Sections Learning: _____ Motivational: _____ Leadership: _____ Creativity: _____ Total Characteristics: _____	_____	_____	_____	_____	_____
Academic Achievement	95+ %ile	90-94 %ile	85-89 %ile	80-84 %ile	
Date: _____ Instrument Used: _____	FAST Level 5 (2 consecutive years)	FAST Level 5	FAST Level 4	FAST Level 3	**Academic Achievement Score**
Reading Percentile or Level: _____ **OR** Math Percentile or Level: _____	_____	_____	_____	_____	_____
Classroom Achievement Indicate Report Card Average over 4 consecutive quarters	95% - 100% +	90% - 94%	85% - 89%	80% - 84%	**Classroom Achievement Score**
ELA: _____ Math: _____	_____	_____	_____	_____	_____

Note: If the student scores a 130 or higher on the evaluation instrument for intellectual abilities, the student meets the IQ requirement and the eligibility process should proceed according to Plan A guidelines. **There is no need to continue with the Plan B Eligibility Matrix.**

Total Score _____

A student must score at least 1 in each of the Intellectual Abilities, the Gifted Characteriatics, and the Environmental Indicators sections as well as have at least 1 Documentation of Need for a Special Program. Eligibilty requires a score of 8 or higher.

The student meets initial eligibility requirements as per Hernando County's Plan B Criteria? ____ YES ____ NO

LEA Signature:

School Board of Hernando County

Gifted Characteristics Checklist (GCC) and Documentation of Need for a Special Program

Student Name: _____

Date Completed: _____

Current School: _____

Home Langauge: _____

Current Grade Level: _____

Person(s) completing this checklist:

I understand that this form is part of the Gifted Eligibility Evaluation. I certify that I have completed this form to the best of my ability, fully knowing the student in question.

Name: _____ Title: _____

Signature: _____

Name: _____ Title: _____

Signature: _____

Office Use only: Received Completed By:

Program Staffing Specialist's/ESE Specialist's **Name**: _____ Date: _____

Total Points in AA Section: _____ Total Points in F Section: _____ Total Points earned out of 50: _____ Plan A or Plan B student?

	*The following characteristcs may be observed in English or in the student's heritage language	The student exhibits this behavior			
		Almost Always	Frequently	Seldom	Never
	Learning	**AA**	**F**	**S**	**N**
1	Has unusually advanced vocabulary for age or peer group and/or conversation reveals richness of expression, imagery, elaboration, and fluency in language (may be a blend of standard English and ethnic dialect, or other language).				
2	Possesses and shares a large storehouse of information, some beyond the interest of peer groups.				
3	Displays specialized knowledge based on life experiences (examples: knowledge of shopping responsibilities, ability to make change, safety, neighboorhood environment, and daily happenings).				
4	An elaborate thinker, able to produce embellishments to an idea, situation, or problem and/or asks many questions to determine why or how things happen, what will happen next, or how things work.				
5	An original thinker, able to see relationships among seemingly unrelated objectives, ideas, or facts.				
6	Catches on quickly; retains and uses new ideas and information; may resist drill and repetition.				
7	Has a facility for learning standard English.				
8	Is a keen and alert observer and/or listener (e.g. usually "sees more" or "gets more" out of a story or film than others and/or reads a lot in interest areas and/or accelerated "cognitive" development relative to sociocultural and age peers).				
9	Likes to use big words (sometimes incorrectly) and/or may invent new words.				
10	Always has an answer, even if incorrect.				
11	Learns through experience and is flexible and resourceful in solving day-to-day problems.				
12	Uses limited resources and materials to make products to share in school.				
13	Can transfer learning from one situation to another; applies what is learned to everyday situations.				
14	Attempts difficult tasks; does not give up easily.				
	Totals for Learning Section:				

	Motivation	AA	F	S	N
1	Evidences power of concentration, becomes absorbed in topics or tasks of interest promptly and consistently.				
2	Prefers to work independently with minimal direction from teachers.				
3	Is concerned with right and wrong, good and bad, fair and unfair.				
4	Takes advantage of opportunities to learn; enjoys challenges and tasks which are not routine.				
5	Is self-critical and strives for perfection; may be critical of others.				
6	Is persistent in task completion; may be unwilling to change tasks or moves from task to task without regard for completion.				
7	Likes reasonable structure and order; may be frustrated by lack of organization or progress.				
8	Is motivated by art, music, sports, participates enthusiastically.				
9	Exhibits intrinsic motivation to learn topics of interest; self-motivated.				
10	Not easily distracted when solving problems.				
11	Deals effectively with deprivations, problems, frustrations, or obstacles experienced in the classroom and/or home.	`			
12	Copes well with frustration; may draw negative attention because unable to sit still, or no attention because so quiet.				
13	Adapts readily to new situations; is flexible in thought and actions and is not disturbed when normal routine is changed.				
	Totals for Motivation Section:				

Leadership		AA	F	S	N
1	Accepts or volunteers for responsibilities; follows through with tasks and usually does them well.				
2	Is self-confident with adults and classmates; is usually well-liked and chosen as a leader.				
3	Tends to dominate others and generally organizes and directs activities when involved in a group.				
4	Seems to enjoy being with other people; sociable; empathetic; charismatic.				
5	Is a leader, role model, trend setter in or out of school.				
6	Has a strong sense of self, pride, and worth; has a strong self-concept.				
7	Likes to be in charge/assertive/helps the teacher with the class responsibilities.				
8	Explains things to other students/helps them finish assignments (may neglect own work because helping others).				
9	Has a good reasoning ability.				
10	Has a keen awareness of the group process and may have the ability to manipulate others.				
	Totals for Leadership Section:				

	Creativity	AA	F	S	N
1	Displays intellectual playfulness; imagines, elaborates, or modifies basic ideas to add interest or fun.				
2	Is a risk taker; adventurous and willing to deviate from standard procedures, answers, or behaviors; does not fear being different.				
3	Displays a keen sense of of humor reflective of own cultural background; sees the unusual or unexpected in everyday occurrences.				
4	Displays a curiosity about many things; has many hobbies or one intense interest.				
5	Generates a large number of ideas or solutions to problems and questions.				
6	Becomes deeply involved in stories or films, identifies personally with characters and plots; may create own stories and plays.				
7	Is creative in finding ways to communicate and express ideas; (e.g. drawing, pantomime, body language, use of concrete objects, or other alternate means may replace limited facility with oral language).				
8	Demonstrates exceptional ability in some area of the arts or athletics (examples: dancing, drawing/painting, singing, playing an instrument, drama, gymnastics, crafts, etc.).				
9	Is a fluent thinker, fluent in idea development, able to generate a large quantity of possiblities, consequences, or related ideas.				
10	Improvises with commonplace materials; creates original and unusual products; invents things.				
11	Displays maturity of judgement and decision-making beyond own age level.	`			
12	Consistent ability to accept responsibilities beyond academics in the home or classroom.				
13	Ability to cope with a variety of cultural settings, utilizing knowledge from a variety of traditions; integrating conflicting and discrepant cultural information.				
	Totals for Creativity Section:				

Documentation of Need for a Special Program

Specify those needs listed below which might be more appropriately met by placement in a gifted class. Please check all that apply:

_____ Ability above general education curriculum (attach classroom, district, and/or state data to show need).
_____ Social maturity above classmates (attach data)
_____ Interest far advanced for general education curriculum (attach data)
_____ Needs the stimulation of advanced program (attach data)
_____ **NONE** of the above needs apply to this student.

Appendix C: School 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

25656

Total Number of Gifted Students

620

Percent of All Gifted Students

2.42%

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

Number of LEP Students

1104

Number of LEP Gifted Students

8

Percent of LEP Gifted Students

.072%

Percentage of LEP Gifted Compared to Total Number of Gifted Students

1.30%

*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

13855

Number of Low SES Gifted Students

287

Percent of Low SES Gifted Students

2.07%

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

46.29%

*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

School District Goal

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

The number of under-represented students in programs for Gifted from low socio-economic status (SES) or English Speakers of Other Languages (ESOL) will increase from 1.97% (295 total ELL+ Low SES in Gifted/ 14,959 district wide total of Low SES + ELL) to 3.0%. Of our 620 identified Gifted students, 287 are Low SES and 8 are ELL; thus, 47.98% (295/620) of the Gifted population is Low SES or ELL

The school district's plan addressing each of the following areas is included as an attachment.

Gifted

Additional information for Programs for Students Identified as Gifted

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
        - Parents and school staff may refer a student at any time for a gifted screening by contacting teachers, counselors, administrators, or the Hernando County ESE District Office. The gifted screener (typically the Kaufman Brief Intelligence Test (K-BIT) current edition, as of 6.24.2024 is the 2nd edition) is administered by the school counselor. Students that score at or above the 90th percentile on this screener are automatically referred for further evaluation.
        - Additionally, students in first grade will be administered a universal screening (such as the Naglieri Non-Verbal Ability Test (NNAT)) conducted online during the second semester of each school year and monitored by school counselors or the assessment coordinator. Referral for further evaluation of the student will be determined based on the screening results.

2. Student Evaluation Procedures
    - A description of the evaluation procedures and measurement instruments that will be used
        - The school psychologist at the student's school will receive the referral. The psychologist will match the evaluation instrument(s) to the needs of the student. Some of the evaluation instruments to be used are:
            - Wechsler Non-Verbal Intelligence Test
            - Universal Non-Verbal Intelligence Test
            - Comprehensive Test of Non-Verbal Intelligence
            - Special Non-Verbal Composite Differentiated Abilities Scale 2
            - Reynolds Intelligence Assessment Scale
        - Teacher input from *Hernando County's Gifted Characteristics Checklist* and *Documentation of Need for Special Program* (see attached)

3. Eligibility Criteria
    - The student must have an intellectual quotient of 118 or higher as measured on an individual intellectual assessment, and
    - 33 gifted characteristics (which is two-thirds) rated as either "Almost Always" or "Frequently" on *Hernando County's Gifted Characteristics Checklist*, and
    - At least one (1) statement checked on the Documentation of Need for Special Program
    - A copy of *Plan B Matrix*

    Hernando County's Gifted Characteristics Checklist is divided into the four (4) areas identified by The Department of Education: Academic Performance, Motivational characteristics, Creativity Characteristics, and Leadership Characteristics.

4. Instructional Program Modifications and/or Adaptations
Hernando County is using the following strategies and tools to help modify and/or adapt the general education program to meet the needs of identified Plan B Gifted students:

- **Differentiated Instruction:** Teachers will modify lesson plans to provide more depth and complexity for gifted students. This might involve offering advanced readings, additional assignments, or opportunities for independent research.
- **Acceleration Options:** Providing opportunities for acceleration allows gifted students to progress through the curriculum at a faster pace. This can include enrolling in advanced courses, or participating in dual enrollment programs with local colleges.
- **Enrichment Activities:** Offering enrichment activities outside of regular classroom instruction allows gifted students to explore their interests in greater depth. This may include extracurricular clubs, competitions, or mentorship programs with professionals in their field of interest.
- **Flexible Grouping:** Implementing flexible grouping strategies allows gifted students to collaborate with peers who are also performing at an advanced level. This might involve grouping students by ability for certain activities or projects, allowing them to work together on more challenging tasks.
- **Professional Learning:** Professional learning opportunities for teachers on how to effectively support gifted learners are offered to teachers in a variety of formats. This might involve training on differentiating instruction, understanding the social and emotional needs of gifted students, and/or identifying and nurturing gifted students.
- **Parent Involvement:** Collaboration with parents is essential in supporting the needs of gifted students. Keeping parents informed about their child's progress, providing resources for enrichment outside of school, and involving them in decision-making processes regarding their child's education are done on a regular basis help ensure a supportive learning environment.
- **Regular Monitoring and Evaluation:** Continuously monitoring and evaluating the effectiveness of the modifications made for Plan B gifted students is done at least 3 times a year. This allows for adjustments to be made as needed to ensure that students are challenged appropriately and making academic progress.

By implementing these strategies, Hernando County can effectively modify and/or adapt its general education program to meet the needs of Plan B gifted students, providing them with the support and opportunities they need to thrive academically and socially.

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 gifted students will be analyzed yearly by the Director of Exceptional Student Education and the administration of the Gifted Programs in Hernando County Schools.
   -
     - Data will be collected from screenings, evaluations, and eligibilities of underrepresented students. This data will be analyzed yearly to determine if the current plan is effective and the percentage is increasing. If the percentages does not increase significantly, modifications will be made to the plan.

School Board of Hernando County

Gifted Eligibility Matrix, Plan B

Date: _____

Student Name: _____ Student #: _____

Grade: _____ DOB: _____ School: _____

Environmental Indicators: (attach documentation)

Low SES Status _____ ELL Classification: _____ Home Language: _____

Gifted Characteristic Checklist (GCC) and Documentation of Need for a Special Program Completed By:

Name of Teacher(s): _____

Documentation of Need for a Special Program Score: _____ out of 4 (Must have at least 1 to move on)

Matrix Scoring System

Intellectual Abilities	**4**	**3**	**2**	**1**	
	125+	122-124	120-121	118-119	**Intellectual Abilities Score**
Evaluation Instrument: _____ Full Scale Score: _____	_____	_____	_____	_____	_____
Gifted Characteristics Checklist	46-50	41-45	37-40	33-36	**Gifted Characteristic Score**
Add 'Almost Always' and 'Frequently' Sections Learning: _____ Motivational: _____ Leadership: _____ Creativity: _____ Total Characteristics: _____	_____	_____	_____	_____	_____
Academic Achievement	95+ %ile	90-94 %ile	85-89 %ile	80-84 %ile	
Date: _____ Instrument Used: _____	FAST Level 5 (2 consecutive years)	FAST Level 5	FAST Level 4	FAST Level 3	**Academic Achievement Score**
Reading Percentile or Level: _____ **OR** Math Percentile or Level: _____	_____	_____	_____	_____	_____
Classroom Achievement Indicate Report Card Average over 4 consecutive quarters	95% - 100% +	90% - 94%	85% - 89%	80% - 84%	**Classroom Achievement Score**
ELA: _____ Math: _____	_____	_____	_____	_____	_____

Note: If the student scores a 130 or higher on the evaluation instrument for intellectual abilities, the student meets the IQ requirement and the eligibility process should proceed according to Plan A guidelines. **There is no need to continue with the Plan B Eligibility Matrix.**

A student must score at least 1 in each of the Intellectual Abilities, the Gifted Characteriatics, and the Environmental Indicators sections as well as have at least 1 Documentation of Need for a Special Program. Eligibilty requires a score of 8 or higher.

Total Score _____

The student meets initial eligibility requirements as per Hernando County's Plan B Criteria? ____ YES ____ NO

LEA Signature:

School Board of Hernando County

Gifted Characteristics Checkist (GCC) and Documentation of Need for a Special Program

Student Name: _____

Date Completed: _____

Current School: _____

Home Langauge: _____

Current Grade Level: _____

Person(s) completing this checklist:

I understand that this form is part of the Gifted Eligibility Evaluation. I certify that I have completed this form to the best of my ability, fully knowing the student in question.

Name: _____ Title: _____

Signature: _____

Name: _____ Title: _____

Signature: _____

Office Use only: Received Completed By:

Program Staffing Specialist's/ESE Specialist's **Name**: _____ Date: _____

Total Points in AA Section: _____ Total Points in F Section: _____ Total Points earned out of 50: _____ Plan A or Plan B student?

	*The following characteristcs may be observed in English or in the student's heritage language	The student exhibits this behavior: Almost Always	Frequently	Seldom	Never
	Learning	**AA**	**F**	**S**	**N**
1	Has unusually advanced vocabulary for age or peer group and/or conversation reveals richness of expression, imagery, elaboration, and fluency in language (may be a blend of standard English and ethnic dialect, or other language).				
2	Possesses and shares a large storehouse of information, some beyond the interest of peer groups.				
3	Displays specialized knowledge based on life experiences (examples: knowledge of shopping responsibilities, ability to make change, safety, neighboorhood environment, and daily happenings).				
4	An elaborate thinker, able to produce embellishments to an idea, situation, or problem and/or asks many questions to determine why or how things happen, what will happen next, or how things work.				
5	An original thinker, able to see relationships among seemingly unrelated objectives, ideas, or facts.				
6	Catches on quickly; retains and uses new ideas and information; may resist drill and repetition.				
7	Has a facility for learning standard English.				
8	Is a keen and alert observer and/or listener (e.g. usually "sees more" or "gets more" out of a story or film than others and/or reads a lot in interest areas and/or accelerated "cognitive" development relative to sociocultural and age peers).				
9	Likes to use big words (sometimes incorrectly) and/or may invent new words.				
10	Always has an answer, even if incorrect.				
11	Learns through experience and is flexible and resourceful in solving day-to-day problems.				
12	Uses limited resources and materials to make products to share in school.				
13	Can transfer learning from one situation to another; applies what is learned to everyday situations.				
14	Attempts difficult tasks; does not give up easily.				
	Totals for Learning Section:				

	Motivation	AA	F	S	N
1	Evidences power of concentration, becomes absorbed in topics or tasks of interest promptly and consistently.				
2	Prefers to work independently with minimal direction from teachers.				
3	Is concerned with right and wrong, good and bad, fair and unfair.				
4	Takes advantage of opportunities to learn; enjoys challenges and tasks which are not routine.				
5	Is self-critical and strives for perfection; may be critical of others.				
6	Is persistent in task completion; may be unwilling to change tasks or moves from task to task without regard for completion.				
7	Likes reasonable structure and order; may be frustrated by lack of organization or progress.				
8	Is motivated by art, music, sports, participates enthusiastically.				
9	Exhibits intrinsic motivation to learn topics of interest; self-motivated.				
10	Not easily distracted when solving problems.				
11	Deals effectively with deprivations, problems, frustrations, or obstacles experienced in the classroom and/or home.				
12	Copes well with frustration; may draw negative attention because unable to sit still, or no attention because so quiet.				
13	Adapts readily to new situations; is flexible in thought and actions and is not disturbed when normal routine is changed.				
	Totals for Motivation Section:				

	Leadership	AA	F	S	N
1	Accepts or volunteers for responsibilities; follows through with tasks and usually does them well.				
2	Is self-confident with adults and classmates; is usually well-liked and chosen as a leader.				
3	Tends to dominate others and generally organizes and directs activities when involved in a group.				
4	Seems to enjoy being with other people; sociable; empathetic; charismatic.				
5	Is a leader, role model, trend setter in or out of school.				
6	Has a strong sense of self, pride, and worth; has a strong self-concept.				
7	Likes to be in charge/assertive/helps the teacher with the class responsibilities.				
8	Explains things to other students/helps them finish assignments (may neglect own work because helping others).				
9	Has a good reasoning ability.				
10	Has a keen awareness of the group process and may have the ability to manipulate others.				
	Totals for Leadership Section:				

	Creativity	AA	F	S	N
1	Displays intellectual playfulness; imagines, elaborates, or modifies basic ideas to add interest or fun.				
2	Is a risk taker; adventurous and willing to deviate from standard procedures, answers, or behaviors; does not fear being different.				
3	Displays a keen sense of of humor reflective of own cultural background; sees the unusual or unexpected in everyday occurrences.				
4	Displays a curiosity about many things; has many hobbies or one intense interest.				
5	Generates a large number of ideas or solutions to problems and questions.				
6	Becomes deeply involved in stories or films, identifies personally with characters and plots; may create own stories and plays.				
7	Is creative in finding ways to communicate and express ideas; (e.g. drawing, pantomime, body language, use of concrete objects, or other alternate means may replace limited facility with oral language).				
8	Demonstrates exceptional ability in some area of the arts or athletics (examples: dancing, drawing/painting, singing, playing an instrument, drama, gymnastics, crafts, etc.).				
9	Is a fluent thinker, fluent in idea development, able to generate a large quantity of possiblities, consequences, or related ideas.				
10	Improvises with commonplace materials; creates original and unusual products; invents things.				
11	Displays maturity of judgement and decision-making beyond own age level.				
12	Consistent ability to accept responsibilities beyond academics in the home or classroom.				
13	Ability to cope with a variety of cultural settings, utilizing knowledge from a variety of traditions; integrating conflicting and discrepant cultural information.				
	Totals for Creativity Section:				

Documentation of Need for a Special Program

Specify those needs listed below which might be more appropriately met by placement in a gifted class. Please check all that apply:

_____ Ability above general education curriculum (attach classroom, district, and/or state data to show need).
_____ Social maturity above classmates (attach data)
_____ Interest far advanced for general education curriculum (attach data)
_____ Needs the stimulation of advanced program (attach data)
_____ **NONE** of the above needs apply to this student.

1. Screening and Referral Procedures

2. Student Evaluation Procedures

3. Eligibility Criteria

4. Instructional Program Modifications or Adaptations

5. School District Evaluation Plan

Appendix D: School District Policies Regarding the Allowable Use or Prohibition of Restraint

Select from the following:

☑ This Exceptional Student Education P&P serves as the school district's policy regarding the allowable use or prohibition of restraint of students with disabilities.

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

☑ This section is not applicable for the district.

Section 1002.32, 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), F.S., establishes the following requirement for school districts, "Once every three years, each school district and school shall complete a 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 school district and school team levels."

Book	Policy Manual
Section	5000 Students
Title	CORPORAL PUNISHMENT AND USE OF REASONABLE FORCE AND RESTRAINT
Code	po5630
Status	Active
Adopted	June 13, 2017

5630 - **CORPORAL PUNISHMENT AND USE OF REASONABLE FORCE AND RESTRAINT**

A teacher or other member of the staff shall assume such authority for the control of students who are assigned to him/her by the principal or designee and shall keep good order in the classroom.

Corporal Punishment

The use of corporal punishment is prohibited. Alternative disciplinary procedures, which may include timeout, peer review, or other forms of positive reinforcement should be used to bring about appropriate student classroom behavior.

Reasonable Force and Restraint

Instructional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

Furthermore, administrators, instructional staff members, and support staff members shall not be criminally or civilly liable for any action carried out in conformity with State Board rule and/or Board policies regarding the control, discipline, suspension, and expulsion of students, including, but not limited to, any exercise of authority granted by this policy.

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Legal	F.S. 1003.02
	F.S. 1003.32
	F.S. 1006.09
	F.S. 1006.11

Last Modified by Juli Schlarb on September 23, 2022

Appendix D-2

Book	Policy Manual
Section	5000 Students
Title	SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES
Code	po5630.01
Status	Active
Adopted	June 13, 2017
Last Revised	December 13, 2022

5630.01 - **SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES**

It is the policy of the School Board to prohibit the use of seclusion, to prohibit the use of mechanical restraint by school personnel, and to limit the use of restraint in the education and discipline of students with disabilities to circumstances in which the strategy can be used safely in a manner that is in the best interests of the student with a disability and as defined in this policy and Florida law. All terms not defined herein shall have the definitions used in F.S. 1003.573.

Prohibition on Use of Seclusion

District personnel are prohibited from using seclusion. Seclusion is defined as the involuntary confinement of a student in a room or area alone and preventing the student from leaving the room or area. The term does not include a time-out used as a behavior management technique intended to calm a student.

Definitions

Physical restraint means the use of manual restraint techniques that involve significant physical force applied by a teacher or other staff member to restrict the movement of all or part of a student's body. The term does not include briefly holding a student in order to calm or comfort the student or physically escorting a student to a safe location.

Mechanical restraint means the use of a device that restricts a student's freedom of movement. The term does not include the use of devices prescribed or recommended by physical or behavioral health professionals when used for indicated purposes.

Use of Mechanical Restraints (School Personnel Prohibited)

School personnel are prohibited from using mechanical restraint. Only school resource officers, school safety officers, school guardians, and school security guards as defined in F.S. 1006.12 ("Authorized Individual") are permitted to use mechanical restraint in the exercise of their powers and duties to restrict students in grades 6 through 12.

Mechanical restraint does not include devices implemented by trained school personnel or devices used by a student that have been prescribed by an appropriate medical or related service professional and are used for the specific and approved purposes for which such devices were designed, such as:

A. adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;

B. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;

C. restraints for medical immobilization; and

D. orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Use of Physical Restraints

Authorized school personnel may use physical restraint only when all positive behavior interventions and supports have been exhausted. Physical restraint may be used only when there is an imminent risk of serious injury and must be discontinued as soon as the threat posed by the dangerous behavior has dissipated.

Physical restraint is an emergency intervention sometimes used in schools when students are exhibiting disruptive or dangerous behavior. Physical restraint is not to be used for student discipline or as an instructional tool for the development of pro-social behavior. Rather, it is one method to prevent students from harming themselves or others.

In determining whether a student with a disability who is being physical should be moved from the area where the need was first noted or the restraint was first applied, the supervising staff member shall consider the potential for injury to the student with a disability, the educational and emotional well-being of the restrained student and other students with disabilities who would observe the application of the restraint, and any requirements of a BIP or IEP established for a student with a disability.

If physical is utilized in compliance with this policy on a student with a disability whose primary mode of communication is sign language, the student with a disability shall be permitted to have his/her hands free of restraint for brief periods unless the supervising staff member determines that such freedom is likely to result in harm to the student or others.

Physical restraint shall not be used if there is a medical contraindication to its use identified for the student with a disability, and shall only be applied and supervised by a staff member who has been trained in the safe application and supervision of the specific means of restraint applied.

Requirements Applicable to Mechanical and Physical Restraints

A student with a disability shall not be subjected to physical or mechanical restraint except as specifically authorized in this policy. Restraint of any kind shall not be used in any instance in which the sole justification is to punish the student for a violation of a directive from a staff member, violation of student conduct rule, the student's use of vulgar or profane language, a verbal threat, or a display of disrespect for another person. A verbal threat shall not be considered as sufficient justification for the use of physical or mechanical restraint unless a student with a disability has immediate access to the means of acting on the threat.

A mechanical or physical restraint that restricts the breathing of a student with a disability is prohibited. A restraint shall not be implemented with the intention of using physical pain to achieve control of the behavior or punish misconduct of a student with a disability, and a restraint of any kind shall never be applied in a manner that restricts the blood flow or respiration of a student with a disability. Failure of a student with a disability to complain or object to a restraint or the successful use of a restraint with another student with a disability shall not justify the use of a restraint. Restraint techniques may not be used that place a student in a facedown position with the student's hands restrained behind the student's back. The degree of force used for physical restraint shall only be the degree necessary to protect the student or others from risk of serious injury.

Physical (by school personnel/authorized individual) or mechanical (by an authorized individual) restraint may be used on a student with a disability if an emergency requires the use of the restraint. As used here, emergency means circumstances in which the individual applying the restraint reasonably believes that the application of a restraint on the student with a disability is necessary in response to a physical risk of harm to the student with a disability or others.

A student with a disability shall be released from physical or mechanical restraint immediately upon a determination by the supervising staff member or authorized individual administering or overseeing the use of restraint that the circumstances permitting the use of restraint in this policy no longer exist.

The Superintendent shall promulgate procedures on the use of positive behavior interventions and supports.

Crisis Intervention Plan

Upon the second time a student is restrained during a semester, the school shall develop a Crisis Intervention Plan (CIP) for the student. The CIP shall be developed by a team comprised of the student's parent or guardian, school personnel, and applicable physical and behavioral health professionals and must include:

A. specific positive behavior interventions and supports to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;

B. known physical and behavioral health concerns that will limit the use of restraint for the student; and,

C. a timetable for the review and, if necessary, revision of the crisis intervention plan.

The school must provide a copy of the CIP to the student's parent or guardian.

Mandatory Training for Authorized Staff

No employee of the Board, or person in a school facility, shall be permitted to use physical or mechanical restraint until the person has received sufficient training in the use of the strategy or procedure to allow the person to utilize the measure safely and in compliance with any IEP or BIP established for a student with a disability. Only school resource officers, school safety officers, school guardians, or school security guards as defined in F.S. 1006.12 are authorized to use mechanical restraint on students grades 6 through 12.

Only authorized personnel may use physical restraint. Personnel authorized to use physical restraint are ESE teachers, behavior assistants, and school administrators who have been trained on the use of restraint.

The Superintendent shall require that staff members responsible for implementing this policy receive training that includes:

A. the use of positive behavior interventions and supports;

B. risk assessment procedures to identify when restraint may be used;

C. examples of when positive behavior interventions and support techniques have failed to reduce the imminent risk of serious injury;

D. examples of safe and appropriate restraint techniques and how to use these techniques with multiple staff members working as a team;

E. instruction in the District's documentation and reporting requirements;

F. procedures to identify and deal with possible medical emergencies arising during the use of restraint; and

G. cardiopulmonary resuscitation.

The District shall publish the procedures for the training required under this subsection in the District's special policies and procedures manual.

The Superintendent shall also require that appropriate training is provided for the immediate supervisors of District employees who are authorized to supervise the use of restraints to provide that those measures are only implemented as permitted in this policy.

Documentation and Reporting

A school shall prepare an incident report within twenty-four (24) hours after a student with a disability is released from restraint. If the student’s release occurs on a day before the school closes for the weekend, a holiday, or other reason, the incident report must be completed by the end of the school day on the day the school reopens.

The following must be included in the incident report:

A. The name of the student with a disability who was restrained;

B. The age, grade, ethnicity, and disability of the student restrained;

C. The date and time of the event and the duration of the restraint;

D. The location at which the restraint occurred;

E. A description of the type of restraint used in terms established by the Department of Education;

F. The name of the person using or assisting in the restraint of the student with a disability and the date the person was last trained in the use of positive behavior intervention and supports;

G. The name of any nonstudent who was present to witness the restraint; and

H. A description of the incident, including:

1. The context in which the restraint occurred;

2. The behavior of the student with disabilities leading up to and precipitating the decision to use restraint, including an indication as to why there was an imminent risk of serious injury to the student or others;

3. The positive behavior interventions and supports used to prevent and de-escalate the behavior;

4. What occurred with the student immediately after the termination of the restraint;

5. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint, documented according to District policies;

6. Evidence of steps taken to notify the parent or guardian of the student with a disability; and,

7. The date the crisis intervention plan was last reviewed and whether changes were recommended.

A school shall notify the parent or guardian of a student with a disability each time restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone or e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that s/he was notified of his/her child's restraint.

A school shall also provide the parent or guardian with the completed incident report in writing by mail within three (3) school days after a student with a disability was restrained. The school shall obtain, and keep in its records, the parent's or guardian's acknowledgment that s/he received a copy of the incident report.

Monitoring

The District shall monitor the use of restraint on students with disabilities and shall collect data including:

A. when, where, and why students are restrained; and

B. the frequency of occurrences of such restraint.

Documentation prepared as required in this policy shall be provided to the school principal, the District Director of Exceptional Student Education, and the Bureau Chief of the Bureau of Exceptional Education and Student Services electronically each month that the school is in session.

The data collected shall be used when selecting staff for training, as well as in the preparation of a District plan with the goal of reducing the use of restraint in settings in which it occurs frequently or with students who are restrained repeatedly.

The plan shall identify the activities, skills, and resources needed to achieve the plan's goal, including the following:

A. additional training in positive behavioral interventions and supports;

B. parental involvement;

C. data review;

D. updates on students' functional behavioral analysis or behavior intervention plan;

E. additional student evaluations;

F. debriefing with staff;

G. use of school-wide positive behavioral support;

H. changes to the school environment;

I. analysis of data to determine trends; and

J. ongoing reduction of the use of restraint.

Revisions to Policies and Procedures

Any revisions to policies and procedures, which must be prepared as part of the School District's special policies and procedures, must be filed with the Bureau Chief of the Bureau of Exceptional Education and Student Services no later than ninety (90) days after the revision.

Posting of Policy

At the beginning of each school year, the District shall publicly post on its website its policies and procedures on positive

behavior interventions and supports as adopted by the District.

Disciplinary Action for a Violation of This Policy

In addition to any penalty prescribed by law, the Superintendent is directed by this policy to see that a Board employee who intentionally, knowingly, or recklessly violates this policy is subject to correction or disciplinary action as necessary to prevent a reoccurrence of the violation. A Board employee engages in conduct intentionally if, when s/he engages in the conduct, it is his/her conscious objective to do so. A Board employee engages in conduct knowingly if, when s/he engages in the conduct, s/he is aware of a high probability of a violation of this policy. A Board employee engages in conduct recklessly if s/he engages in conduct in violation of this policy in a plain, conscious, and unjustifiable disregard of harm that might result to a student with a disability and the disregard involves a substantial deviation from acceptable standards of conduct established by this policy.

Discipline of a staff member for violation of this policy shall take into account the degree to which the violation risked serious bodily injury to a student with a disability and the staff member's history of compliance with this policy and other Board policies.

Retaliation for Fully Implementing or Reporting Violations

No Board employee shall be permitted to retaliate against a person for reporting or objecting to actions in violation of this policy or providing information regarding a violation of this policy.

Revised 3/8/22
Revised 12/13/22

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Legal F.S. 1003.32
F.S. 1003.573
F.S. 1006.11
F.S. 1012.75

Last Modified by Tammy R Shroyer on December 29, 2022

District Best Practices for Inclusive Education (BPIE) Assessment

as required by section 1003.57, Florida Statutes (F.S.).

Hernando County School District

District Number: 27

Date Meeting Held: 11/16/2022

Initial Information

FIN Facilitator: System Admin **District:** Hernando **District Contact:** Anna Jensen, ESE director

BPIE Assessment Team Members:
FIN: Bethany Hutfilz, Tim Waite, Robin Petrick

Kristen Redding-FDLRS Gulfcoast
Anna Jensen-ESE Director
Kelly Downey-District Staff
Darla Croft-District Staff
Jesse Diaz-District Staff
Joseph Felice-Teacher
Wilson Sommer-Teacher
Dana Blazcek-Teacher
Michelle Barnes-District Staff
Jilliam Minichion- School Administrator
Janeen Goben-FDLRS Gulfcoast
Laura Burgess- School Administrator
Patricia Greenwood-Teacher
Stacey Smith-District Staff
Freddy Valadez Project 10
Lisa Braithwaite- School Administrator
Michelle Barash-District Staff
Lisa Mitchell-Teacher
Donald McNaughton- School Administrator
John Weaver- School Administrator
Janice Campbell-District Staff
Susan Gemmati-District Staff

Sarah Bombly-Teacher
Heather Schwarz-Teacher
Michelle Wilson-District Staff
Maureen Keiper-District Staff
Lisa Cropley-District Staff
Jill Kolasa-District Staff
Allison Gibson-District Staff
Nicole Grzybowsia-District Staff
Laura Scott-Teacher
Kristi Longworthy- School Support Staff
Christina Dancsak-District Staff
Christa Roberson-Teacher
Suzanne Lamle-Teacher
Pamela Loder- School Administrator
Angela Kennedy-District Staff
Christina Lu-District Staff

Domain I: Leadership and Decision Making		
Indicator	**Implementation Status**	**Data Sources/Supporting Evidence**
1. District analyzes data to identify barriers and initiate improvement steps that increase the number of students with low- and high- incidence disabilities in general education and natural contexts in every school.	Partially Almost	There is a school improvement plan (SIP) at every school, students with disabilities (SWD) are included, and there are task forces at the district and school level to review data. Schools still frequently transition SWD on access points to separate class placement settings.
2. District data reflects that in each school there is alignment to the natural proportion of students with disabilities (SWD) in the district.	Partially Almost	Magnet schools have a lower percentage of SWD while cluster schools reflect a high percentage of SWD with low incidence disabilities.
3. District provides SWD with the same school choice options as students without disabilities to ensure all SWD receive educational services in their neighborhood school or school of choice.	Partially Beginning	There are equal opportunities for SWD to apply for school choice options and their neighborhood school. The IEP drives placement for support and services. The district meets to ensure students are provided with access to the necessary support and services.
4. District data reflect that SWD, ages 3–5, receive special education and related services in the regular early childhood program with peers without disabilities.	Partially Beginning	The least restrictive environment (LRE) data for regular class placement does not meet state educational agency (SEA) Target. District has implemented Voluntary Pre-Kindergarten (VPK) Programs to provide more inclusive opportunities. The district has a plan of action to support inclusive opportunities for SWD ages 3-5.

5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.	Not Yet	District allocations are based on a budget ratio formula. However, some schools allocate staff based on student needs. The district is in the beginning stages of implementing an allocation formula based on the needs of the student through child centered discussions.
6. District has key personnel with expertise in inclusive best practices for all SWD who oversee, coordinate, monitor and provide technical assistance (TA) for the implementation of best practices for inclusive education at the district and school levels.	Partially Beginning	There are district level experts, however, they support many schools in multiple capacities. There are teacher shortages, and the district is working to support teachers in obtaining ESE certification and expertise in how to support SWD.
7. District has key personnel with expertise in the multi-tiered system of support (MTSS) and positive behavior intervention plans (PBIP) who provide ongoing professional learning (PL) and TA to schools to ensure that students who need them receive multi- tiered behavior supports in general education classrooms and natural contexts.	Partially Beginning	There is a district MTSS contact that is a resource for each school's MTSS contact. Each school has an MTSSS team. The K-8 schools have a Behavior MTSS person. There is a Certified Behavior Analyst (CBA) consultant with the district who can also provide support to schools. The district has identified the need for more training in behavior supports to build capacity at the school level.
8. District data reflect that SWD who have behavior support needs are not excluded from the general education classroom at a higher rate than their peers without disabilities.	Partially Beginning	The district has procedures to implement Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP). Manifestations are held to address behaviors and possible alternative supports for students with disabilities who have violated the student code of conduct. The district is addressing the need for capacity building in behavior interventions for school personnel.

9. District policies and student transportation schedules indicate all SWD arrive and leave schools and district facilities at the same time, in the same place and on the same daily schedule as students without disabilities, except for those SWD who have an individualized education program (IEP) indicating a shortened school day.	Fully	SWD are provided transportation on the same schedule as students without disabilities. SWD arrive and leave school at the same time as their peers without disabilities. Accommodations for transportation are provided for SWD based on Individual Educational Plan (IEP).
10. District uses decision-making guidelines to ensure schools transition all SWD from grade to grade, school to school and district to district to maintain placement in the least restrictive environment.	Partially Almost	The district uses decision-making guidelines to ensure schools transition all SWD from grade to grade, school to school and district to district to maintain placement in the least restrictive environment. SWD transitioning from grade to grade is not a consistent practice in all schools. Individual staffings or IEPs may occur during the end of the year and may not be part of the matriculation process.
11. All district departments and schools use job interview questions to appraise an applicant's knowledge of, respect for and appreciation of differences in student learners and best practices for inclusive education, as applicable to the position.	Partially Almost	Not all interviews have inclusive education questions, usually due to the position. However, some departments do not use the district provided interview questions.

Domain II: Instruction and Student Achievement		
Indicator	**Implementation Status**	**Data Sources/Supporting Evidence**
12. District data reflect that SWD receive most, if not all, of their education and related services in age- and grade-appropriate general education classes, regardless of the type or severity of their disability.	Partially Almost	District met regular class LRE state target, not all support is provided in the general education class and varies across schools which includes speech language therapy, physical therapy and occupational therapy. Programs are in place for all students including SWDs for supplemental academic support
13. District and school leaders receive ongoing and current information and PL about best practices for inclusive education for all SWD.	Partially Beginning	District and school leaders receive ongoing and current information and professional development (PD) about best practices for inclusive education for all SWD. Information gained from professional offerings may not be disseminated to other personnel that did not attend.
14. District provides job-embedded, collaborative PL and TA to all schools to integrate IEP goals and objectives and the state academic achievement standards in general education classes and natural contexts.	Partially Beginning	Job embedded PD and technical assistance is limited due to personnel shortages. PD and TA are provided by district, however due to time constraints choice of topics are limited. New Teachers are given a teacher peer mentor to support barriers. PD is provided, however there is limited time for follow up.
15. District provides ongoing PL and TA to all school leaders on the implementation of an inclusive scheduling process and collaborative teaching service delivery models to provide instruction and support to all SWD in general education contexts, regardless of the type or severity of their disability.	Partially Beginning	Inclusive scheduling process is not currently in place however was implemented in previous years) District is implementing collaborative teaching with the Florida Inclusion Network.

16. District provides PL and TA to schools in the use of a variety of tools to gather and analyze data and evaluate the effectiveness of instructional and behavioral interventions for all SWD in general education and natural contexts.	Partially Beginning	District has provided schools with multiple tools for gathering data academically. The analysis of instruction and behavior data is not used fully due to teacher shortages and varied levels of expertise across schools. Behavior tools are not used by every school, district is in process of revising behavior data gathering tools.
17. District provides ongoing, job-embedded, collaborative PL and TA to school-based personnel to implement best practices for inclusive education, including instruction and assessment for all SWD based on the state academic achievement standards.	Partially Beginning	PD is provided by various sources, FIN (Florida Inclusion Network), FDLRS (Florida Diagnostic and Learning Resource Systems), District and other stakeholders. It is usually in a professional development format and there is a need for increased opportunities for more job-embedded TA.
18. District facilitates and supports access to assistive technology (AT), including augmentative and alternative communication (AAC) devices, as determined by the assessed need of SWD for meaningful learning, participation and communication in general education and natural contexts.	Partially Almost	Due to personnel shortages, the district has one Assistive Technology specialist that provides support and services to all schools. The district is installing frequency modulated (FM) systems for all classrooms and issuing a device for all students.
19. District provides job-embedded, collaborative PL and TA on the use and integration of AT (including AAC) to special and general education teachers, instructional support personnel and family members at all schools.	Partially Beginning	The district is providing a device for all students. Training and follow up support will be given to teachers on effective strategies on how to incorporate devices during instruction and providing support to SWD as described on IEPs. As a component of the action plan, ESE related service personnel will provide TA and PD to teachers to address individual TA needs.

20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services, and curricular modifications as stipulated in student IEPs.	Not Yet	Instruction for SWD on access points in the general education environment varies across schools. Some schools are having team discussions for individual students on access points to schedule general education environment opportunities. There are a lower number of SWD on access points in general education classes due to teacher shortages. The district is currently providing CT training and planning to use the inclusive scheduling process.
21. District data reflect that SWD receive supplemental supports and services in order to participate in all school and district extracurricular activities.	Partially Beginning	Students have access to participate in all events, however, providing the supports can be inconsistent and usually is reliant on request from parents. When requested, the district provides the necessary supports to meet individual student needs.
22. District provides support and resources to schools to facilitate the development of positive, interdependent relationships among all students with and without disabilities in instructional and non- instructional general education and natural contexts.	Partially Almost	There are district wide programs through Every Student Succeeds Act (ESSA). In class mentoring occurs and all schools use approved programs.
23. District data reflect that all SWD are given equal consideration for recognition through honors, awards and other designations offered by schools.	Partially Almost	SWD are given equal consideration for recognition through honors, awards, and other designations offered by schools. The district recognizes a need to increase communication regarding these opportunities.

Domain III: Communication and Collaboration		
Indicator	**Implementation Status**	**Data Sources/Supporting Evidence**
24. District provides all district and school personnel with information and resources pertaining to the use of person first language in all written and verbal communications.	Partially Beginning	Person first Language (PFL) guidelines and PD was evident in previous school years. The district is planning to incorporate TA and PD to update information and have schools" focus on Person First Language (PFL) practices.
25. District documents, forms, program materials and other communication that refer to SWD reflect the use of person first language.	Partially Almost	The district's PFL materials have not been updated. The district recognizes a need to provide updated training on PFL and expectations of the use of PFL.
26. District provides information to families about research-based, inclusive educational practices and ways they can support their child's learning, independence and participation at home, at school and in the community.	Partially Almost	The district provides online supplemental support programs, strategies packets, procedural safeguards, progress reports, IEP transition requirements, instructional strategies, parent tips at IEP meetings and parent conferences. Information is also shared on district websites, how to access other agencies for transition support and services are given at IEP transition meetings. The district has seen parent involvement decrease in the past two years and schools are in ongoing discussions on how to increase parent involvement and assisting parents in using information effectively.

27. District provides resources to all district and school staff that include strategies for effective family communication and collaboration to increase learning and achievement for all SWD in inclusive classrooms and natural contexts.	Partially Almost	District provides multiple resources on strategies to all students through varied media sources. The district has ongoing problem-solving discussions on how to address barriers such as personnel shortages, expertise and the multiple languages to translate information.
28. District uses a variety of processes and tools to involve family members of students with and without disabilities in district wide decision-making and planning processes, including initiatives related to inclusive practices.	Partially Beginning	District uses a variety of processes and tools to involve family members of students with and without disabilities of SWD to participate on School Advisory Committees child study teams, title one teams and provide input on parent surveys.
29. District disseminates information to all families in the same manner and at the same time.	Partially Almost	The district disseminates information to all families of students with and without disabilities in the same manner and schedule. The district is addressing challenges that families of SWDs and without disabilities such as multiple languages of parents and the most current compliance information.
30. District has partnerships with colleges, universities and career and technical schools to provide inclusive, post-secondary educational and career opportunities for students with the most significant cognitive disabilities, ages 18–21, to enroll in programs with adults without disabilities.	Not Yet	Communication is disseminated about information on partnerships, and although the district has pursued partnerships, they are not in a partnership currently.

Priority Indicators Selected By District

- Indicator 1. District analyzes data to identify barriers and initiate improvement steps that increase the number of students with low- and high- incidence disabilities in general education and natural contexts in every school.
- Indicator 5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.
- Indicator 14. District provides job-embedded, collaborative PL and TA to all schools to integrate IEP goals and objectives and the state academic achievement standards in general education classes and natural contexts.
- Indicator 30. District has partnerships with colleges, universities and career and technical schools to provide inclusive, post-secondary educational and career opportunities for students with the most significant cognitive disabilities, ages 18–21, to enroll in programs with adults without disabilities.

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District: Hernando **Date: 5/29/24**

Purpose: District personnel, FIN Facilitators, and other discretionary projects, as appropriate, will use the *Plan for Inclusive Education* to collaboratively develop short and long-term improvement efforts to address prioritized indicators from the Best Practices for Inclusive Education (BPIE) assessment.

In July 2013, Florida lawmakers enacted section 1003.57, Florida Statutes (F.S.) at http://www.leg.state.fl.us/, which defines inclusion as a student with a disability 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 access is provided to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

According to section 1003.57, Florida Statutes (F.S.): "Once every 3 years, each school district and school shall complete a Best Practices for 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."

The Bureau of Exceptional Education and Student Services Strategic Plan (BEESS) 2023-2024 goals is to increase regular class placement of students with disabilities to ≥78.50**%**, decrease separate class placement of students with disabilities to ≤12.80**%**, and decrease other separate environment placement of students with disabilities to 2.80**%**, resulting in increased reading and math gains and graduation rates of **all** students with disabilities across **all** districts. This will be accomplished by developing, implementing, and monitoring regional, district, and site-based Plan for Inclusive Education.

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District Contact Information: Anna Jensen, ESE Director: jensen_a@hcsb.k12.fl.us Sarah Merchant, District Staff **Team Members/Titles:** Sarah Merchant, District Staff Maureen Keiper, District Staff Dr. Elaine Centeno, FIN Facilitator	**District BPIE Self-Assessment and Plan for Inclusive Education review dates:** **5/29/24** ● Best Practices for Inclusive Education (BPIE) Self-Assessment Date: 11/16/2022 ● District BPIE Priority Indicators: Indicator 1: District analyzes data to identify barriers and initiate improvement steps that increase the number of students with low- and high- incidence disabilities in general education and natural contexts in every school. Indicator 5: District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school. Indicator 14: District provides job-embedded, collaborative PL and TA to all schools to integrate IEP goals and objectives and the state academic achievement standards in general education classes and natural contexts. Indicator 20: District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services, and curricular modifications as stipulated in student IEPs. Indicator 30: District has partnerships with colleges, universities and career and technical schools to provide inclusive, postsecondary educational and career opportunities for students

	with the most significant cognitive disabilities, ages 18–21, to enroll in programs with adults without disabilities. Scheduled/future Plan for Inclusive Education Review Dates:
Top School BPIE Assessment Priority Indicators (based on August 1, 2021-June 30, 2022) ▪ Indicator 15: School leaders provide job-embedded professional development for all school-based personnel, as appropriate for their job role, on best practices for inclusive education for all SWD. (6 schools or 21.4%) ▪ Indicator 18: Special, electives and career technical education (CTE) teachers have regularly scheduled opportunities to consult with special education teachers and related service providers to implement strategies that support the learning of all SWD in their classes. (7 schools or 25.0%) ▪ Indicator 28: General and special education teachers use regularly scheduled collaborative planning time to clarify their roles and responsibilities while planning effective instruction and assessment for all students. (8 schools or 28.6%) ▪ Indicator 30: Learning opportunities and resources are provided to families of SWD as a result of needs assessments and student data. (7 schools or 25.0%) ▪ Indicator 32: Reports of progress toward implementing inclusive practices are disseminated to families, school district personnel, and community members annually. (7 schools or 25.0%)	

Indicator 5			
	State Target	**Current District Data and Source**	**District Target**
Indicator 5A: Regular Class Placement	2022-2023: 77.7% 2023-2024: 78.00% 2024-2025: 78.50%	80.63% (FLDOE October FTE Final Survey Period 2, 2022-2023)	2023-2024: 82.00% 2024-2025: 82.00%

Indicator 5B: Separate Class Placement	2022-2023: 13.20% 2023-2024: 12.90% 2024-2025: 12.80%	15.02% (FLDOE October FTE Final Survey Period 2, 2022-2023)	2023-2024: 14.00% 2024-2025: 14.00%
Indicator 5C: Separate Environment	2022-2023: 3.00% 2023-2024: 2.90% 2024-2025: 2.80%	0.00% (FLDOE October FTE Final Survey Period 2, 2022-2023)	2023-2024: 0.00% 2024-2025: 0.00%

Indicator 3B		
Annual Performance Report	**State Target**	**Current District Data and Source**
Indicator 3B (ELA/Reading): Proficiency rate for students Grade 4 with IEPs against grade-level academic achievement standards	2022-2023: 24% 2023-2024: 26%	22.41% (FLDOE LEA Annual Performance Report 2024)
Indicator 3B (ELA/Reading): Proficiency rate for students Grade 8 with IEPs against grade-level academic achievement standards	2022-2023: 20% 2023-2024: 21.50%	17.05% (FLDOE LEA Annual Performance Report 2024)
Indicator 3B (ELA/Reading): Proficiency rate for students in HS with IEPs against grade-level academic achievement standards	2022-2023: 18% 2023-2024: 20%	14.53% (FLDOE LEA Annual Performance Report 2024)
Indicator 3B (Math): Proficiency rate for students Grade 4 with IEPs against grade-level academic achievement standards	2022-2023: 29% 2023-2024: 30.50%	29.29% (FLDOE LEA Annual Performance Report 2024)
Indicator 3B (Math): Proficiency rate for students Grade 8 with IEPs against grade-level academic achievement standards	2022-2023: 24% 2023-2024: 26.50%	24.88% (FLDOE LEA Annual Performance Report 2024)
Indicator 3B (Math): Proficiency rate for students in HS with IEPs against grade-level academic achievement standards	2022-2023: 16% 2023-2024: 18%	9.35% (FLDOE LEA Annual Performance Report 2024)

Indicator 3C		
	State Target	**Current District Data and Source**
Indicator 3C (ELA/Reading): Proficiency rate for students in Grade 4 with IEPs against alternate academic achievement standards.	2022-2023: 57% 2023-2024: 57%	35.00% (FLDOE LEA Annual Performance Report 2024)
Indicator 3C (ELA/Reading): Proficiency rate for students in Grade 8 with IEPs against alternate academic achievement standards.	2022-2023: 58.50% 2023-2024: 58.50%	31.03% (FLDOE LEA Annual Performance Report 2024)
Indicator 3C (ELA/Reading): Proficiency rate for students in HS with IEPs against alternate academic achievement standards.	2022-2023: 61.50% 2023-2024: 61.50%	60.00% (FLDOE LEA Annual Performance Report 2024)
Indicator 3C (Math): Proficiency rate for students in Grade 4 with IEPs against alternate academic achievement standards.	2022-2023: 56.50% 2023-2024: 56.50%	30.00% (FLDOE LEA Annual Performance Report 2024)
Indicator 3C (Math): Proficiency rate for students in Grade 8 with IEPs against alternate academic achievement standards.	2022-2023: 62.50% 2023-2024: 62.50%	41.38% (FLDOE LEA Annual Performance Report 2024)
Indicator 3C (Math): Proficiency rate for students in HS with IEPs against alternate academic achievement standards.	2022-2023: 63% 2023-2024: 63%	56.25% (FLDOE LEA Annual Performance Report 2024)

Indicator 3D		
	State Target	**Current District Data and Source**
Indicator 3D (ELA/Reading): Gap in proficiency rates for Grade 4 students with IEPs and all students against grade level academic achievement standards.	2022-2023: 29.50% 2023-2024: 28%	24.65% (FLDOE LEA Annual Performance Report 2024)
Indicator 3D (ELA/Reading): Gap in proficiency rates for Grade 8 students with IEPs and all students against grade level academic achievement standards.	2022-2023: 36.40% 2023-2024: 35%	20.06% (FLDOE LEA Annual Performance Report 2024)
Indicator 3D (ELA/Reading): Gap in proficiency rates for HS students with IEPs and all students against grade level academic achievement standards.	2022-2023: 35.20% 2023-2024: 34%	30.40% (FLDOE LEA Annual Performance Report 2024)
Indicator 3D (Math): Gap in proficiency rates for Grade 4 students with IEPs and all students against grade level academic achievement standards.	2022-2023: 25% 2023-2024: 24%	22.16% (FLDOE LEA Annual Performance Report 2024)
Indicator 3D (Math): Gap in proficiency rates for Grade 8 students with IEPs and all students against grade level academic achievement standards.	2022-2023: 31.80% 2023-2024: 31%	27.78% (FLDOE LEA Annual Performance Report 2024)
Indicator 3D (Math) Gap in proficiency rates for HS students with IEPs and all students against grade level academic achievement standards.	2022-2023: 20% 2023-2024: 19%	21.82% (FLDOE LEA Annual Performance Report 2024)

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District BPIE Assessment Priority Indicator(s):
1. District analyzes data to identify barriers and initiate improvement steps that increase the number of students with low- and high- incidence disabilities in general education and natural contexts in every school.
14. District provides job-embedded, collaborative PL and TA to all schools to integrate IEP goals and objectives and the state academic achievement standards in general education classes and natural contexts.
20. District has data that reflect an increasing number of students with low-incidence disabilities and/or receiving instruction through the access points are educated in general education classes, with supplementary aids, services, and curricular modifications as stipulated in student IEPs.

Please check all SPP Indicators that apply if applicable:

Indicator 5A: Regular Class Placement: ___X___ Indicator 5B: Separate Class Placement __X__ Indicator 5C: Separate Environment: _____ Other: _____

SMART Goal 1: By June 2025, Hernando School District in collaboration with FIN will provide professional learning opportunities to decrease separate classroom placement of students with low incidence disabilities from 14.6% to 14% as indicated from least restrictive environment indicator 5b and an increase from 80.03% to 82% as indicated from least restrictive environment indicator 5a.

Goal 1 Action Steps:	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**Follow-up:** (Measurable and aligned with each action step)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Status:** (Completed, in-progress, revised, additional goal/action step)
District ESE leadership and FIN will analyze LRE data for schools who are above the district's 14.0% for Indicator 5b and did not meet the 41%	District ESE Leadership FIN	December 2024	Data Spreadsheet analyzing student data for schools	List of identified schools	

federal percent of points index from Every Student Succeeds Act for SWDs subgroup.					
District ESE Leadership will develop and disseminate a needs assessment survey to school administrators to determine professional learning and technical assistance needs.	District ESE Leadership	December 2024	District ESE leadership will analyze and prioritize the results of needs assessment.	Completed needs assessment survey and results	
District ESE leadership in collaboration with FIN will provide professional learning and technical assistance to build capacity to increase students in least restrictive environment. PL on the following topics: • Building Inclusive Schools • Collaborative Planning • Collaborative Teaching • Specially Designed Instruction • Accommodations and/or modifications	District ESE Leadership FIN	December 2024	Participant sign in sheets or lists Survey feedback	Scheduled PL and TA sessions Coaching and professional learning record Survey feedback Participant sign in sheets or lists	

• UDL • paraprofessional roles • Behavior • Differentiated Instruction					
Notes/Comments: 2024-2025: work with other discretionary projects for professional learning.					

District BPIE Priority Indicator(s):

5. District-level administrators allocate special education units and resources to all schools and grade levels, based on student need and flexible models of service delivery, to facilitate best practices for inclusive education in every school.

Please check all SPP Indicators that apply if applicable:

Indicator 5A: Regular Class Placement: __X____ Indicator 5B: Separate Class Placement ___X___ Indicator 5C: Separate Environment: _____ Other: _____

SMART Goal 2: By the end of June 2025, Hernando District will develop a needs-based student allocation formula for students with disabilities utilizing data and information from the IEP system to decrease indicator 5b from 14.6% to 14 % and increase least restrictive environment indicator 5a from 80.03% to 82%.

Goal 2 Action Steps:	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion– Month/Year)	**Follow-up:** (Measurable and aligned with each action step)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Status:** (Completed, in-progress, revised, additional goal/action step)

District ESE leadership team will monitor IEP data monthly to create a system to implement a student needs-based allocation formula aligned to student IEPs.	District ESE Leadership	December 2024	The district workgroup will monitor the system created to ensure students flexible needs-based allocation formula is in alignment to student IEPs.	Data spreadsheet ESE workgroup Agenda and notes	
The ESE leadership team workgroup will implement and review the IEP system data to identify the needs of SWDs with low-incidence disabilities to begin the development of a needs-based student allocation formula to ensure increased time with peers without disabilities in a general education setting.	District ESE Leadership	December 2024	Data Spreadsheet of students with low incidence disabilities.	District will identify schools to pilot new student allocation formula based on data spreadsheet and needs assessment.	
The district will provide training for the identified schools on the new needs student-based	District and FIN	June 2025	Sign in sheets Survey Feedback	District and FIN will collaborate to schedule	

allocation formula and IEP system. PL on the following topics: • Building Inclusive Schools • Collaborative Planning • Collaborative Teaching				inclusive scheduling sessions to Develop teacher schedules and master schedules for new allocation formula	
Notes/Comments:					

Plan for Inclusive Education: Short and Long-Term Improvement Efforts

District BPIE Priority Indicator(s):
30. District has partnerships with colleges, universities and career and technical schools to provide inclusive, postsecondary educational and career opportunities for students with the most significant cognitive disabilities, ages 18–21, to enroll in programs with adults without disabilities.

Please check all SPP Indicators that apply if applicable:

Indicator 5A: Regular Class Placement: _____ Indicator 5B: Separate Class Placement_____ Indicator 5C: Separate Environment: _____ **Other: __Post-secondary education_____**

SMART Goal 3:

By the end of June 2025, Hernando County Schools will enroll 2-4 students with the most significant cognitive disabilities into inclusive educational colleges, universities or career and technical schools.

Goal 3 Action Steps:	**By Whom:** (FIN, District, Other Collaborative Partner)	**By When:** (Deadline for Completion–Month/Year)	**Follow-up:** (Measurable and aligned with each action step)	**By What:** (Provide evidence that will demonstrate completion of Action Step.)	**Status:** (Completed, in-progress, revised, additional goal/action step)
Invite and host FCSUA, Pasco-Hernando State College and Wilton Simpson Technical College. Have FCSUA present / elevator pitch for why these two institutions of higher education who should consider becoming a Florida Postsecondary Comprehensive Transition	District ESE Leadership	December 2024	Documentation and communication	Scheduled meetings	

Program serving students with intellectual developmental disabilities.					
District ESE Leadership identifies number of students with the most significant cognitive disabilities that have sufficient independence to participate in FPCTP program. • How many students could potentially enroll in FPCTP annually? • Revenue generated? • Admission Requirements? • Program/Credentialing available to these students? ○ Culinary = ServSafe Certification ○ Work Readiness Certification Other examples to explore: https://fcsua.org/FPCTP_College_Showcase.php	District ESE Leadership	December 2024	Documentation and communication Spreadsheets	Analyze student data spreadsheets	
District ESE Leadership will create a decision tree – consisting of which students are appropriate for which programs: ○ remain in K-12 for Extended Transition 18-22 Services due requiring of a quality of life/life skills instruction/training	District ESE Leadership	June 2025	Analyze student data spreadsheet Create Decision tree	Decision tree system spreadsheets	

program until they can enter the ARC due to the significance of their disabilities versus ○ Project Looking Ahead versus ○ attending a FPCTP at college/university.					

Notes/Comments:

12/6/22 PIE Review/Update: Project 10 provided input regarding the development of the Plan for Inclusive Education.

Bureau of Exceptional Education and Student Services

Exceptional Student Education (ESE) Policies and Procedures (P&P) Signature Page

School District: Hernando

ESE Director: Anna Jensen

This document is effective for the **2024-2025** school year.

CERTIFICATION OF APPROVAL

I, Ray Pinder, 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 *ESE P&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 Florida 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 and its implementing requirements found in Title 34, section 300, Code of Federal Regulations.

SCHOOL DISTRICT ESE P&P

Any district-produced ESE P&P documents that meet the following criteria have been submitted to the Florida Department of Education with the ESE P&P. Such documents would include:

- Supplemental information contained in the district's ESE P&P;
- Exceptional student education policies or procedures addressed by the school district; and
- School district policies that are adopted by the school board.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 5. 25-2496 8/27/2024

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2024-08-01 for One (1) Year.

Executive Summary
The Director of Student Services on behalf of the Superintendent of Schools, hereby requests the Board expel one (1) student from Endeavor and Discovery Academy for One (1) Year for committing a Level IV violation of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
Student Services
(352) 797-7008

2023-28 Strategic Focus Area
Priority 5: Safe and Healthy Learning Environment

Financial Impact
The cost for this agenda item is $ 0. See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 6. 25-2529 8/27/2024

Title and Board Action Requested
Citizen Input on agenda items (Green Form)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Priority 3: Community Connection

Financial Impact
There is no financial impact

AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify agenda item to be addressed:

Ex.) Agenda item #: 10. 24-2100

Agenda item #: _____

Agenda item #: _____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the School Board Meeting is called to order.
- The HCSD Code of Civility will be in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board
CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.

Hernando School District

School Board Regular Meeting

Agenda Item # 7. 25-2519 8/27/2024

Title and Board Action Requested
Approval of the Personnel Recommendations

Executive Summary
The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact
Matthew Goldrick
Director of Human Resources
352-797-7070 Ext. 451
goldrick_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

First Name	Last Name	Position	Site	From	Through
Theresa	Maul	School Social Worker	Student Services	08/05/24	08/23/24

Intermittent Leave

First Name	Last Name	Position	Site	From	Through
Charlotte	Diaz	School Social Worker	Student Services	08/20/24	02/20/25
Patrick	Foley	Teacher	EK8	08/05/24	06/03/25
Caroline	Fulton	Teacher	JDFES	08/05/24	06/03/25

2. Instructional Appointments and Approval of Probationary Contract

First Name	Last Name	Position	Site	Date
Dealaney	Allen	Teacher	SES	08/05/24
Matthew	Bialick	Teacher	CHS	08/05/24
John	Bliffen	Teacher	FCMS	08/05/24
Leif	Deen	Teacher	EK8	08/05/24
Shelly	Demeglio	Teacher	EES	08/07/24
Michelle	DeSmith	Teacher	NCTHS	08/05/24
Liza	Durand	School Social Worker	Student Services	08/05/24
Kelly	Erickson	Teacher	EK8	08/05/24
Jessica	Fraker	Teacher	PMS	08/05/24
Tiffany	Gray	Teacher	DES	08/05/24
Pauline	Holakowski	Teacher	BES	08/05/24
Simone	Jackson	Teacher	JDFES	08/05/24
Morgan	Johnson	Teacher	EES	08/05/24
Bridgit	Judson	Teacher	WWHS	08/05/24
Mark	Lee	Teacher	CHS	08/07/24
Zachary	Loflin	Teacher	FCMS	08/08/24
Mary	Lott	Teacher	EES	08/05/24
Monae	McKenzie	Teacher	CK8	08/05/24
Daniel	Miller	Teacher	PMS	08/05/24
Devon	Minch	School Psychologist	Student Services	08/05/24
Kelly	Minnear	Certified School Counselor	CHS	08/05/24
Angel	Mitchell	School Social Worker	Student Services	08/05/24
Lisa	Oakley	Teacher	EK8	08/05/24
Brooke	Pasmore	Teacher	WWHS	08/05/24
Chelsea	Rodgers	Teacher	MES	08/05/24
Michelle	Ruiz	Teacher	SHES	08/05/24
Caroline	Schanck	Teacher	EES	08/05/24
Michelle	Seeholzer	Teacher	WHMS	08/05/24
Sharleen	Shaw	Teacher	PGES	08/05/24
Deena	Smith	Teacher	WWHS	08/05/24
Michelle	Steele	Teacher	DES	08/05/24
Noah	Werner	Teacher	FCMS	08/05/24
Christian	Wojton	Teacher	EK8	08/05/24
Jean-Pierre	Wright	Teacher	FCMS	08/05/24
Nichole	Yager	Teacher	NCTHS	08/07/24

3. Instructional Appointments and Approval of Annual Contract

First Name	Last Name	Position	Site	Date
Kimberly	Cavender	Teacher	WHMS	08/05/24

4. Instructional Transfers

First Name	Last Name	From	To	Date
Tanya	Cotner	Teacher, DES	Teacher, JDFES	08/05/24
Deonne	Fry	Teacher, WWK8	Teacher, DSPMS	08/05/24
Cherie	Gamble	Teacher, SHES	Teacher, WWK8	08/05/24
Delores	Intzes	Behavior Specialist, FCMS	Behavior Analyst, FCMS	08/05/24
Nicole	Keller-Wiseman	Teacher, DSPMS	Teacher, WES	08/05/24
Christine	Letchworth	Teacher, FWSHS	Program/Staffing Specialist, Exceptional Student Support	08/05/24
John	Pacifico Sr	Teacher, MES	Teacher, MES	08/05/24

Naomi	Sivon	Teacher, DES	Teacher, SHES	08/05/24
Haley	Tompkins	Teacher, BES	Behavior Specialist, Exceptional Student Support	08/05/24

5. Instructional Separations

First Name	Last Name	Position	Site	Date	Type
Crystal	Barnett	Teacher	FCMS	06/04/24	Resignation
Candace	Carsey	Certified School Counselor	DES	06/04/24	Resignation
Susan	Clurman	Certified School Counselor	FWSHS	06/04/24	Retirement
Bronwyn	Doyle	Teacher	DES	06/04/24	Resignation
Matthew	DuMont	Teacher	WWHS	06/04/24	Resignation
Dena	Kirby	Teacher	EES	06/04/24	Resignation
Suzanne	Malone	Teacher	EES	06/04/24	Resignation
Alexander	Negrin Santana	Behavior Analyst	Exceptional Student Support	06/04/24	Resignation
John	Pacifico	Teacher	MES	08/06/24	Resignation
Danielle	Pugh	Teacher	HHS	06/04/24	Resignation

6. Administrative Leaves

Intermittent Leave

First Name	Last Name	Position	Site	From	Through
Pamela	Loder	Assistant Principal	NCTHS	07/01/24	06/30/25

7. Administrative Appointments

First Name	Last Name	Position	Site	Date
Trina	Crawford	Assistant Principal	DES	07/18/24
Barbara	Kidder	Assistant Superintendent Business Services & Operations	Assistant Superintendent	07/29/24
Mervelle	Sage Takura	Assistant Principal	PGES	07/24/24
Wilson	Sommer	Assistant Principal	BES	08/01/24

8. Administrative Transfers

First Name	Last Name	From	To	Date
Richard	Inmon Jr	Assistant Principal, BES	Principal, BES	07/22/24

9. Non-instructional and Professional/Technical/Supervisory Leaves

First Name	Last Name	Position	Site	From	Through
Holly	Cook	Food & Nutrition Assistant	EES	08/09/24	09/06/24
Vanessa	Vermette	Pre-Kindergarten Assistant	DES	08/22/24	11/15/24
Brittany	Von Her	School Health Professional	MES	08/12/24	09/10/24

Intermittent Leave

First Name	Last Name	Position	Site	From	Through
Meaghan	Jeffers	Data Entry Operator	WWHS	07/01/24	06/30/25
Magdalena	Martin	Business Systems Coordinator	Human Resources	07/31/24	06/30/25

10. Non-instructional and Professional/Technical/Supervisory Appointments

First Name	Last Name	Position	Site	Date
Nicole	Baroni	Pre-Kindergarten Assistant	SHES	08/05/24
Valerie	Bedford	Paraprofessional ESE	WES	08/09/24
Brittany	Bisard	Food & Nutrition Assistant	JDFES	08/09/24
Jennifer	Brock	Paraprofessional Clinic	FCMS	08/12/24
Randi	Canary	Food & Nutrition Assistant	EES	08/09/24
Eduardo	Chong	District Tech Support Specialist	TIS Dept	08/01/24
Kelly	Clement	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Lola	Concepcion	Paraprofessional ESE 1 on 1	PGES	08/09/24
Hayden	Conner	Paraprofessional ESE 1 on 1	WHMS	08/09/24
Penny	Connin	Bus Attendant	Transportation Dept	08/09/24
Rebecca	Covey	Paraprofessional II	WES	08/09/24
Angel	Curran	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Rhonda	Finley	Paraprofessional ESE	PGES	08/09/24
Rachel	Garcia-Ortiz	Pre-Kindergarten Assistant	JDFES	08/05/24
Jaecy	Greene	Paraprofessional PK Handicap	EK8	08/09/24

Suzanne	Hinesley	Paraprofessional II	PGES	08/09/24
Jamie	Holcomb	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Kimberly	Homer	Paraprofessional II	DSPMS	08/09/24
Christina	Jean	Paraprofessional II	PGES	08/09/24
Jessica	Jimenez-Rodriguez	Food & Nutrition Assistant	CHS	08/09/24
Jeremy	Johnson	Paraprofessional VOC ESE	WWHS	08/09/24
Cindy	Kemp	Paraprofessional ESE	EK8	08/09/24
Cynthia	Lewis	School Health Professional	FWSHS	08/05/24
Claudia	Lopez	Food & Nutrition Assistant	CHS	08/09/24
Glenda	Lopez	Paraprofessional PK Handicap	SHES	08/09/24
Nicole	Kerns	Paraprofessional ESE	MES	08/09/24
Paula	Martin	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Sarah	Majka	Paraprofessional II	FCMS	08/09/24
Dulce	Munoz Nagel	Paraprofessional ESE 1 on 1	WWK8	08/09/24
Jermaine	O'Banner-Henry	Paraprofessional ISS	PGES	08/09/24
Jason	Paisley	Lawn Turf Maintenance I	Maintenance Dept	07/22/24
Raquel	Palavicini	Paraprofessional ESE	WES	08/09/24
Destiny	Malson	Paraprofessional ESE	DES	08/09/24
Natasha	Ray	Paraprofessional II	WES	08/09/24
Lisa	Ridgewell	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Karen	Rockefeller	Food & Nutrition Assistant	DES	08/09/24
Benedetto	Roscillo	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Leslie	Ruiz	Paraprofessional ESE	SES	08/09/24
Tammy	Spaulding	Food & Nutrition Assistant	WWHS	08/09/24
Krystyn	Stafford	Paraprofessional I	PMS	08/09/24
Leslie	Stevens	Pre-Kindergarten Assistant	SHES	08/05/24
Amy	Stockbridge	Paraprofessional ESE 1 on 1	EK8	08/09/24
Andrew	Sufficool	Athletic Trainer	FWSHS	07/22/24
Erica	Tamborello	Paraprofessional PK Handicap	JDFES	08/09/24
Kody	Taylor	Athletic Trainer	NCTHS	07/24/24
Denise	Tellone	Bus Operator	Transportation Dept	08/09/24
Jenna	Thorne	Paraprofessional PK Handicap	BES	08/09/24
Yvette	Torres Velasquez	Food & Nutrition Assistant	PMS	08/09/24
Yannya	Trujillo Tejeda	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Ashley	Velez	Paraprofessional II ESOL	EES	08/09/24
Alexandra	Wells	Paraprofessional PK Handicap	EK8	08/09/24
Lonnie	White III	Paraprofessional ESE	NCTHS	08/09/24
Deanna	Whitten	Paraprofessional PK Handicap	PGES	08/09/24
Alyson	Williams	Food & Nutrition Assistant	WES	08/09/24
Tina	Williams	Food & Nutrition Assistant Rover	Food & Nutrition Services	08/09/24
Amanda	Wojton	Paraprofessional Clinic	EK8	08/09/24

11. Non-instructional and Professional/Technical/Supervisory Transfers

First Name	Last Name	From	To	Date
Jonathan	Baldor	Paraprofessional II ESSER, EK8	Paraprofessional I, HHS	08/09/24
Howard	Cavender II	Paraprofessional II, WHMS	Paraprofessional ESE, PMS	08/09/24
Susan	Colonna	Paraprofessional II, PGES	Paraprofessional ESE, FWSHS	08/09/24
Deborah	Cooper	Secretary II, WES	Secretary II Conf, WES	08/09/24
Carolyn	Durynek	Food & Nutrition Assistant, PMS	Food & Nutrition Assistant, SHES	08/09/24
Samantha	Flynn	Paraprofessional ESE 1 on 1, DSPMS	Paraprofessional ESE 1 on 1, WWK8	08/09/24
Kristena	Gluth	Paraprofessional ESE, PGES	Food & Nutrition Assistant, WES	08/09/24
Betsy	Grego	Food & Nutrition Assistant, PMS	Bus Attendant, Transportation Dept	08/09/24

Jacqueline	Kasley	Food & Nutrition Assistant, PGES	Food & Nutrition Assistant, HHS	08/09/24
Kim	Lawson	Food & Nutrition Assistant, WES	Food & Nutrition Assistant, PGES	08/09/24
Cesar	Romero	Carpenter II, Maintenance Dept	Carpenter III, Maintenance Dept	07/22/24
Jesenia	Sandoval Rolon	Food & Nutrition Assistant III, DES	Food & Nutrition Assistant III, CK8	08/09/24
Leon	Steele	Carpenter II, Maintenance Dept	Carpenter III, Maintenance Dept	07/22/24

12. Non-instructional and Professional/Technical/Supervisory Separations

First Name	Last Name	Position	Site	Date	Type
Trista	Chiger	Bus Operator	Transportation Dept	05/31/24	Resignation
Penny	Connin	Bus Attendant	Transportation Dept	05/31/24	Resignation
Zane	Faillace-Garren	Paraprofessional PK Handicap	DES	05/31/24	Resignation
Destiney	Holton	Paraprofessional Clinic	WHMS	05/31/24	Resignation
Jacquline	McEwen	Bus Operator	Transportation Dept	05/31/24	Resignation
Lorena	Monsalve Araque	Food & Nutrition Assistant	FWSHS	05/31/24	Resignation
Grace	Montanez	Paraprofessional ESE 1 on 1	EK8	05/31/24	Resignation
Hannah	Richardson	Paraprofessional ESE	BES	05/31/24	Resignation
Luis	Saldana	Environmental Services Tech 3	CK8	08/09/24	Resignation
La'Kesha	Smiley	Paraprofessional II ESSER	MES	05/31/24	Resignation
Kathy	Stevenson	Bus Attendant	Transportation Dept	05/31/24	Resignation
Ellen	Varca	Paraprofessional PK Handicap	PGES	08/28/24	Resignation

13. Other
Additional Duty, and/or Additional Days/Hours

Name	Position - Site	Activity	Date	Total Hrs	Funding
Jessica Brendlinger-Buse	Instructional Practices Coach, WHMS	Title I Liaison Training	07/25/24	7 Total	Title I
Clara Capote	School Social Worker, Student Services	Bridging Services-Mental Health Assistant/Baker Acts/Mandated Threat Assessment follow-up	06/05/24	40 Total	Mental Health
Toni Cuevas	Reading Coach Title I, EK8	Title I Liaison Training	07/25/24	7 Total	Title I
Radiah Dent	Coordinator of Career & Technical Education, Adult Education	Web Masters Addt'l Duty	07/01/24	60 Total	General Fund
Russell Drummond	Teacher, Hernando eSchool	Use of Facilities - Charlene's Dance	06/17/24	65 Total	General Fund
Vanessa Hurd	Instructional Technology Specialist, Academic Services	Summer Additional Duty - TPG Training	07/25/24	4 Total	General Fund
Miranda King	Elementary Assistant, PGES	Title I Liaison Training	07/25/24	7 Total	Title I
Jerry McCaffery	Teacher, SHES	July Algebra Boot Camps	07/22/24	20 Total	Supplemental School Improvement Grant
Victoria Seifried	School Social Worker, EES	Title I Liaison Training	08/26/24	6 Total	Title I
Diana Sullivan	Instructional Specialist, Exceptional Student Support	Teacher - PreK Curriculum	06/17/24	60 Max	ESSER III
Angel Theodore	Teacher, PGES	Title I Liaison Training	07/25/24	7 Total	Title I

Terri Washington	Teacher on Administrative Assignment, EK8	Title I Liaison Training	07/25/24	7 Total	Title I
Danyl Williams	College & Career Specialist, Academic Services	Facilitating VE Training	07/30/24	20 Total	Perkins

Approve Teacher(s), Chaperoning summer camps for College & Careers (Academic Services) - 07/30/2024 - 27 Max Total Hrs. (ESSER)

First Name	Last Name
Deanna	Earles
Jodi	Fell
Kristi	Jernigan
Stephen	Skipper

Approve College and Career Specialist(s), Chaperoning College & Career summer camps (Academic Services) - 07/24/2024 - 18 Max Total Hrs. (ESSER)

First Name	Last Name
Melissa	Wilkerson
Danyl	Williams

Approve Teacher(s), VE Training (Academic Services) - 07/30/2024 - 13 Max Total Hrs. (Perkins)

First Name	Last Name
Keane	Chapman
Casey	Farmer
Nicole	Gantz
Teresa	Morris
Jeffrey	Siegendorf

Approve Substance Abuse Prevention Educator(s), Extra Duty for Substance Abuse Classes (Student Services) - 08/05/2024 - 324 Total Hrs. (General Fund)

First Name	Last Name
Janice	Smith
Sharon	Warthen

Approve Teacher(s), Title I Liason Training (MES) - 07/25/2024 - 7 Total Hrs. (Title I)

First Name	Last Name
Robin	Kidd
Stephanie	Sauvageot

Approve Associate Teacher Substitute(s), Reading Inservice Training (Academic Services) - 07/22/2024 - 6 Total Hrs. (HIITS Grant)

First Name	Last Name
Katherine	Devlin
Nicole	DuBuque
Sindy	Dunlap
Alicia	Rojero
Rebecca	Smith
Sofia	Vance
Fiona	Varno

Approve Food & Nutrition Assistant Rover(s), Summer Assistant (Food & Nutrition) - 07/23/2024 - 10 Total Hrs. (Food Service)

First Name	Last Name
Amanda	Andres
Tiffany	Brown
Christopher	Bustillo
Billie-Lynn	Leathers

Approve Food & Nutrition Specialist(s), Summer Site Lead (Food & Nutrition) - 08/01/2024 - 4 Max Total Hrs. (Food Service)

First Name	Last Name
Theresa	Belmonte
Lisa	Chapman
Melody	Day Webb

Cheryl	Hicks
Carrie	Hopkins
Jennifer	Kessler
Jacquelyn	Nelson
Donna	O'Donnell
Patti-Anne	White
Tracey	Whiten

Adult Education Part Time Teacher(s) for 2024-2025 Year

First Name	Last Name
Regina	Cooper
Veronica	Martin
Barbara	Weiss

Part Time Hernando eSchool Teacher(s) for 2024-2025 Year

First Name	Last Name
Andrea	Kelliher

Approve In-District Trainers

First Name	Last Name
Kathleen	DiLorenzo
Deirdre	Longo
Leslie	Salinas

Drop Program Participant(s)

First Name	Last Name
Sherri	Hall
David	Zack

14. Supplements - see attached list(s)

Running Total (Per Attached List) 2024-2025 School Year

$	860,286.66	Instructional
$	64,024.96	Noninstructional
$	924,311.62	Sub-Total
$	207,970.11	Benefits (22.50%)
$	1,132,281.73	Total

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2024-2025									
		Board Action 8/27/2024							
Intzes, Delores	FCMS	Advanced Degree	$ 2,500.00						
Bixler, Kaitlin	DSPMS	Advanced Degree	$ 2,500.00						
Horton, Frank	HHS	Advanced Degree	$ 2,500.00						
McHugh, Patrick	WWHS	Athletic Director	$ 4,622.10						
Durand, Liza	Student Svcs.	Advanced Degree	$ 2,500.00						
Seeholzer, Michelle	WHMS	Advanced Degree	$ 2,500.00						
Newnam, Madison	PGES	Advanced Degree	$ 2,500.00						
McCabe, Bryan	Academic Svcs	Advanced Degree	$ 2,500.00						
Pearson, Michelle	ESE	Advanced Degree	$ 2,500.00						
Minch, Devon	Student Svcs.	Advanced Degree	$ 4,500.00						
Steele, Michelle	DES	Advanced Degree	$ 2,500.00						
Oakley, Lisa	EK8	Advanced Degree	$ 2,500.00						
Lee, Mark	CHS	Advanced Degree	$ 2,474.61						
Wojton, Christian	EK8	Advanced Degree	$ 2,500.00						
		Total From Previous Agenda 8/13/24	$ 821,189.95						
		Total Instructional Supplement/Differentiated Pay	**$860,286.66**						

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2024-2025			
		Board Action 8/27/24	
Graves-Wells, Javonkah	School Dist.	Crew Chief	$ 2,000.00
		Total From Previous Agenda 8/13/24	$ 62,024.96
		Total Noninstructional/PTS/Adm. Supplements	$ 64,024.96

Agenda Item # 8. 25-2501 8/27/2024

Title and Board Action Requested
Approve correction to union designations on the Assessment Assistant and Science Specialist job descriptions.

Executive Summary
The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board to approve a correction to the job description for Assessment Assistant. This position is not part of either bargaining unit. As such, this description should be designated as "Non-Union"

Also, the job description for Science Specialist is under the HCTA bargaining unit. As such, this description should be designated as "Union".

There is no budget impact associated with these corrections.

My Contact
Matthew Goldrick
Director of Human Resources
goldrick_m@hcsb.k12.fl.us
870-451

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

ASSESSMENT SPECIALIST

Required Qualifications:

- AA from an accredited institution or 3 years' experience in a related field
- Advanced level technology skills including word processing and spreadsheets
- Experience in data collection, compiling data, and preparing reports

Desired Qualifications:

- Experience in working with district student information systems
- Experience in managing and completing multiple concurrent duties

Performance Responsibilities:

- Maintain user management for all third-party state platforms
- Maintain student assessment and progress monitoring records for state and district mandated testing software
- Conduct trainings for school-based Assessment teachers
- Coordinate with Communications Department to maintain website for Accountability and Assessment department
- Collaborate facilitate the coordination of test activities with the Technology and Information Services department
- Maintain close working relationships with school Assessment teachers to ensure the exchange, coordination of efforts, and general support for test administration
- Monitor the department's budget and communicate reports to Director
- Manage ordering of secure testing materials and facilitate delivery to warehouse and distribution to schools
- Collaborate with Academic Services to create and maintain the district assessment plan and maintain assessment calendar
- Compile and maintain assessment data required for state and federal reporting and collaborate with Technology of Information Services on submission of required data
- Collaborate with Coordinator of Student Data Quality and Reporting to complete all data correction processes
- Perform other duties as assigned by the Director of Research and Accountability

Physical Demands:
Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:
Reports directly to the Director of Research and Accountability and/or designee

Evaluation:
Annual evaluation done by the Director of Research and Accountability and/or designee

Terms of Employment:
12-month employment

Salary:
Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:
77131

Board Approved: 07/26/2022

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

ASSESSMENT SPECIALIST

Required Qualifications:

- AA from an accredited institution or 3 years' experience in a related field
- Advanced level technology skills including word processing and spreadsheets
- Experience in data collection, compiling data, and preparing reports

Desired Qualifications:

- Experience in working with district student information systems
- Experience in managing and completing multiple concurrent duties

Performance Responsibilities:

- Maintain user management for all third-party state platforms
- Maintain student assessment and progress monitoring records for state and district mandated testing software
- Conduct trainings for school-based Assessment teachers
- Coordinate with Communications Department to maintain website for Accountability and Assessment department
- Collaborate facilitate the coordination of test activities with the Technology and Information Services department
- Maintain close working relationships with school Assessment teachers to ensure the exchange, coordination of efforts, and general support for test administration
- Monitor the department's budget and communicate reports to Director
- Manage ordering of secure testing materials and facilitate delivery to warehouse and distribution to schools
- Collaborate with Academic Services to create and maintain the district assessment plan and maintain assessment calendar
- Compile and maintain assessment data required for state and federal reporting and collaborate with Technology of Information Services on submission of required data
- Collaborate with Coordinator of Student Data Quality and Reporting to complete all data correction processes
- Perform other duties as assigned by the Director of Research and Accountability

Physical Demands:
Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:
Reports directly to the Director of Research and Accountability and/or designee

Evaluation:
Annual evaluation done by the Director of Research and Accountability and/or designee

Terms of Employment:
12-month employment

Salary:
Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:
77131

Board Approved: 07/26/2022

Hernando County School Board
Florida

FLSA: Exempt, ~~Non~~ Union

SCIENCE SPECIALIST

Required Qualifications:

- Bachelor's Degree from an accredited college or university
- Valid Florida teaching certificate science
- Minimum of three (3) years of successful experience teaching science at the secondary level
- Additional training and/or coursework may be necessary as required by the district

Performance Responsibilities:

- Promote and facilitate teachers' use of successful research-based instructional strategies
- Collaborate with individual teachers through short and long term coaching, co-planning and co-teaching
- Assist in the selection and development of standard based curriculum resources and assessments
- Participate in the interpretation of data and plan approaches to improve instruction and student achievement
- Facilitate professional development in content, lesson planning, instructional strategies, and the implementation of the Florida Standards
- Serve as a member of the district Science Leadership Committee to improve science teaching and learning
- Assist in the development of district-wide instructional focus calendars
- Assist in the development of district-wide science programs and initiatives
- Participate in the district secondary science fair and student recognition ceremony and work collaboratively with the district Science Fair Coordinators and Director
- Perform other duties as assigned by the Supervisor of Secondary Programs and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Supervisor of Secondary Programs and/or designee

Evaluation:

Annual evaluation done by the Supervisor of Secondary Programs and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule - Instructional

Job Code:

51071

Board Approved: 06/10/14
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Union

SCIENCE SPECIALIST

Required Qualifications:

- Bachelor's Degree from an accredited college or university
- Valid Florida teaching certificate science
- Minimum of three (3) years of successful experience teaching science at the secondary level
- Additional training and/or coursework may be necessary as required by the district

Performance Responsibilities:

- Promote and facilitate teachers' use of successful research-based instructional strategies
- Collaborate with individual teachers through short and long term coaching, co-planning and co-teaching
- Assist in the selection and development of standard based curriculum resources and assessments
- Participate in the interpretation of data and plan approaches to improve instruction and student achievement
- Facilitate professional development in content, lesson planning, instructional strategies, and the implementation of the Florida Standards
- Serve as a member of the district Science Leadership Committee to improve science teaching and learning
- Assist in the development of district-wide instructional focus calendars
- Assist in the development of district-wide science programs and initiatives
- Participate in the district secondary science fair and student recognition ceremony and work collaboratively with the district Science Fair Coordinators and Director
- Perform other duties as assigned by the Supervisor of Secondary Programs and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Supervisor of Secondary Programs and/or designee

Evaluation:

Annual evaluation done by the Supervisor of Secondary Programs and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule - Instructional

Job Code:

51071

Board Approved: 06/10/14
Revised:

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: NO BUDGET IMPACT

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 9. 25-2442 8/27/2024

Title and Board Action Requested

Approve the Client Services Agreement between Sunbelt and Hernando County School Board for the 2024-2025 school year to provide therapy services and the issuance of a purchase order in the estimated amount of $80,000.00.

Executive Summary

The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board approve the Client Services Agreement between Sunbelt and Hernando County School Board to provide services for speech therapy to students with disabilities as designated on the students' Individual Education Plan (IEPs). If the position is unfilled and the position is necessary to deliver services to students with disabilities as designated on the students' IEP, the contracted services are used. Approval is requested for the issuance of a purchase order in the estimated annual spending amount of $80,000.00.

My Contact

Stephanie Doran
Supervisor of Exceptional Student Education
352-797-7022 ext. 482
doran_s@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Sunbelt Staffing, LLC (hereafter referred to as "Sunbelt" or the "Company") and **Hernando County School District** whose location is 919 N Broad St, Brooksville, FL 34601 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.
Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.
The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.
Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.
Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employer's Liability - $1,000,000.
Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.
Sexual Abuse and Molestation - $1,000,000 per occurrence and $3,000,000 aggregate.

5. Competency and Licensing.
Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Sunbelt in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Sunbelt of such matters may result in the termination of the contractual relationship. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with

Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.
Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.
Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by the Company for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through the Company. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

8. Equal Opportunity.
It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Professional Fees.
Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked.

10. Payment Terms.
Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Timekeeping and Invoicing.
Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

13. Limitation of Liability.
NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

14. Incident and Error Tracking.
Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

16. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination

with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

17. Termination of Contracted Assignment without Cause.
Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

18. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

19. Unscheduled Facility Closure Policy.
Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.
If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.
In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing info@sunbeltstaffing.com.

22. Indemnification.
To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

23. Confidentiality.
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.
Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.
Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Sunbelt Staffing LLC Contract Department 501 Brooker Creek Blvd Suite A-400 Oldsmar, FL 34677 contractnotices@sunbeltstaffing.com	***To Client*** Client: Hernando County School District Address: 919 N Broad St, Brooksville, FL 34601

28. Survival.

Sunbelt

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

29. Governing Law.
This Agreement shall be governed by the laws of the state of Delaware.

30. Modification of Agreement.
This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

31. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement).***

Client ID – CLIENT NAME

38961 - Hernando County School District	**Sunbelt Staffing, LLC**
Client Representative Signature Date	Client Representative Signature 07/15/2024 Date
Print Name	Print Name Stuart Manes
Title	Title Managing Director

Approved as to form & content for HCSD:
Kevin M. Sullivan
Attorney, BGR&H
10:33 am, Jul 24, 2024

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement); and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard are terms part of the Agreement with the School Board.

1. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

3. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

4. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

5. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

6. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

7. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

8. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

9. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

10. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

11. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

12. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

13. Contractor confirms that neither it nor its principals are suspended, debarred,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

14. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

15. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section, 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

16. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

17. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

18. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules, and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: Christopher Acevedo
Title: Division Director
Date: 6/27/24

Approved as to Form
Ajanna Hippolite
General Counsel, HCSB

HERNANDO SCHOOL DISTRICT
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Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards
(Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. **RECORDS RETENTION:**
(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. **CIVIL RIGHTS:**
The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. **BUY AMERICAN:**
(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. **ENERGY POLICY AND CONSERVATION ACT:**
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **DISCOUNTS, REBATES, AND CREDITS:**
The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. **ACCESS TO RECORDS:**
The following access to records requirements apply to this contract:
   a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. **DHS SEAL, LOGO, AND FLAGS:**
The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**
This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. **NO OBLIGATION BY FEDERAL GOVERNMENT:**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**
The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Sunbelt

Date: 7/12/24

Authorized Signature:

Printed Name: Jordan Perry

Title: Division Director

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Special Revenue Federal ESE Professional & Technical IDEA 2024-25

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4210	5200	3100	9005	85250	

Original Approved Budget (+/-)	Budget Amendments (-)	Expenditures / Encumbrances To Date (=)	Current Available Budget (-)	Present Request (=)	Remaining Balance Available
$ 397,293.26	$	$ 0.00	$ 397,293.26	$ 80,000.00	$ 317,293.26

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget (+/-)	Budget Amendments (-)	Expenditures / Encumbrances To Date (=)	Current Available Budget (-)	Present Request (=)	Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 10. 25-2476 8/27/2024

Title and Board Action Requested

Approve the Closeout/Final Acceptance to the contract with JE Dunn Construction Company for HVAC Replacement Phase 1 at Brooksville Elementary School and authorize final payment in the amount of $198,972.51.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board Approve the Closeout/Final Acceptance to the contract with JE Dunn Construction Company for HVAC Replacement Phase 1 at Brooksville Elementary School and authorize final payment in the amount of $198,972.51.

The original contract sum was $5,166,350.00, of which $4,967,372.99 has been paid to date, leaving a balance of $198,977.01. Change order 01 returns to the School Board $4.50. The final payment due to the Contractor, therefore, is $198,972.51.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Design Professional: Return completed form to: Hernando County School District Facilities Operations Department	**CERTIFICATE OF COMPLETION**	HERNANDO SCHOOL DISTRICT

Facility Name: Brooksville Elementary School ☑ School ☐ Other Facility)

Project Description / Phase: HVAC Replacement Phase I Permit No BMEL-030-23-BES

In accordance with Section 111.5 of the Florida Building Code, and as indicated below by the Building Code Official and Fire/Safety Official, the project is hereby certified to be complete.

SECTION A: (ARCHITECT / ENGINEER)

I have inspected the project and, in my considered professional opinion, the work required by the Construction Contract has been completed in accordance with approved Contract Documents, Florida Statutes, and the Florida Building Code.

Signature/Seal: _____ Date: 08/02/2024

Firm Name: SGM Engineering

Address: 5301 Waterford District Drive, Suite 750 Miami Fl 33126

Street City State Zip

1. TYPE OF PROJECT:
☐New Facility ☐Addition
☐Remodeling ■Renovation
☐ Other_____

2. COMPLETED FACILITY SPACE CHART HAS BEEN FILED WITH THE DISTRICT:
■ Yes ☐ No ☐ N/A If "No", explain:_____

3. OCCUPANCY DATE: 08/08/2024

4. COMPLETION DATE: 08/08/2024
(enter the date that all contractual work, including close out requirements are complete)

SECTION B: ■ BUILDING OFFICIAL ☐ OTHER (specify Certification: _____):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) Otto J Letzelter License # BU1294 Expiration Date 11/01/2025

Signature: Otto J Letzelter Digitally signed by Otto J Letzelter Date: 2024.08.08 05:27:27 -04'00' Date: 08/08/2024

(■ Building Official ■ Certified Inspector)

SECTION C: ☑ FIRE / SAFETY OFFICIAL ☐ OTHER (specify Certification: _____):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) William L Hall License # 143319 Expiration Date 12/26

Signature: William L Hall Date: 8/8/2024

(Fire / Safety Inspector)

SECTION D: OWNER ACCEPTANCE

Upon the recommendation and Certification of the Design Professional in Section A above, and in accordance with Chapter 1013, F.S., the above referenced project is ACCEPTED by the Owner.

Name (type or print): Richard Oakley

Signature of Designee: Richard Oakley Date: 8/8/2024

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: _____ OEF Assigned Project Number

Hernando County School District _____ (■ School District □ Florida College)

Brooksville Elementary School (■ School Name □ Campus)

_____ (■ School □ College) Code Number

HVAC Replacement Phase 1 Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (■ Architect ■ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) _____

Signature: _____ Date: _____, _____
(□ Superintendent □ President)

SECTION B: (□ ARCHITECT ■ ENGINEER) CERTIFICATION

As PROJECT (□ ARCHITECT ■ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: 08/02/2024 _____

Firm Name: SGM Engineering

Address: 5301 Waterford District Drive, Suite 750 | Miami | Florida | 33126
Street/P.O. Box | City | State | Zip

SECTION C: ■ Building Official □ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Otto J Letzelter BU1294

Signature: Otto J Letzelter Digitally signed by Otto J Letzelter Date: 2024.08.08 05:35:23 -04'00' Date: 08.08.2024 _____, _____
■ Building Official ■ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling ■ Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: ■ Yes □ No □ N/A If "No," explain: _____
3. SOURCE OF FUNDS: □ Local □ State ■ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $5,166,345.50
	5. PROJECT GROSS SQUARE FOOTAGE: 88,781 SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $58.19
	7. COST PER STUDENT STATION: $6,323.56

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: 02.14.2023 COMPLETION DATE: 08.08.2024

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. 1	$ (4.50)	C.O. No.	$
C.O. No.	$	C.O. No.	$
C.O. No.	$	C.O. No.	$
C.O. No.	$	C.O. No.	$

10. Date of Occupancy: 08.08.2024

11. Additional Information:

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
HCSD BROOKSVILLE ES HVAC RENOVATIONS	Contract For: HVAC REPLACEMENT FOR BROOKSVILLE ELEMENTARY SCHOOL Date: FEBRUARY 24th 2023	Change Order Number: 001 Date: JULY 24th 2024
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
SCHOOL DISTRICT OF HERNANDO COUNTY FLORIDA 8016 MOBLEY ROAD BROOKSVILLE, FL 34601	SGM ENGINEERING, INC 935 LAKE BALDWIN LANE ORLANDO, FL 32814	JE DUNN CONSTRUCTION 5411 SKYCENTER DRIVE, SUITE 200 TAMPA, FL 33607

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.)
FINAL RECONCILIATION CHANGE ORDER FOR PHASE I CLOSEOUT. SEE ATTACHED CONSTRUCTION COST SUMMARY.

The original Contract Sum was	$	5,166,350.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	5,166,350.00
The Contract Sum will be decreased by this Change Order in the amount of	$	4.50
The new Contract Sum including this Change Order will be	$	5,166,345.50

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 7/31/2024

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)*
SGM ENGINEERING, INC	JE DUNN CONSTRUCTION	SCHOOL DISTRICT OF HERNANDO COUNTY FLORIDA
SIGNATURE	SIGNATURE	SIGNATURE
Bobby Shahnami	ERIC DELISLE, PROJECT MANAGER	Richard Oakley Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
7/26/2024	7/25/2024	7/30/2024
DATE	DATE	DATE

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User Notes: (3B9ADA38)

Project No 23012701
Hernando County
6/19/2024
PO 3612400020, Brooksville Elementary HVAC Replacement Phase '
MASTER Construction Cost Summary

Description	Quantity		Contract Sum Cost
Final Cost Summary			
A. Original Contract Sum			$ 5,166,350.00
B. Pre-purchase HVAC Equipment			$ 634,819.00
Construction Subtotal GMP (Compensation Fee Basis)		**0**	**$ 5,801,169.00**
CM Overhead & Profit 6.1.2		4.50%	$ 249,811.11
Subguard (calculated on cost of work)		1.50%	$ 69,214.03
Performance & Payment Bond (calculated on contract sum)		0.75%	$ 43,508.77
Builders Risk Insurance	actual cost		$ 13,275.00
General Liability (calculated on contract sum)		1.00%	$ 58,011.69

PO 3612400020, Brooksville Elementary HVAC Replacement Phase '			**$ 5,166,350.00**
Project Savings Summary:			
Final Cost			**$ 5,173,111.98**
Cost of Work Savings / Overrun (excluding unused contingency)		**Actual Savings**	**$ (6,761.98)**
Final Unused Project Contingency		**Actual Savings**	**$ 6,757.48**
Total Savings / Overrun			**$ (4.50)**
Final Contract Amount			***$ 5,166,345.50***

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: HERNANDO COUNTY SCHOOL DISTRICT
919 N BROAD ST
BROOKSVILLE, FL 34601

PROJECT: Brooksville Elementary School HVAC Replacement - Phase I
919 N BROAD ST
BROOKSVILLE, FL 34601

APPLICATION NO.: 9
PERIOD TO : 06-30-2024
PROJECT NOS.: 23012701
INVOICE NO.: 23012701009
CONTRACT DATE : 08-22-2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: J.E. Dunn Construction Company
1001 Locust St
Kansas City, MO 64106

ARCHITECT: SGM ENGINEERING INC
935 LAKE BALDWIN LN
ORLANDO, FL 32814

Phase I - PO# 3612400020

CONTRACT FOR: Brooksville Elementary School HVAC

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	5,166,350.00
2. Net change by change orders	$	-4.50
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	5,166,345.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	5,166,345.50
5. RETAINAGE: (Total retainage Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	5,166,345.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	4,967,372.99
8. CURRENT PAYMENT DUE	$	198,972.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
OWNER001	07-24-2024		-4.50
	Current Total:	0.00	-4.50
Net Change by Change Orders			-4.50

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY. J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By: _____ Date: 7/24/2024

State of: Florida

County of: Hernando

Subscribed and sworn to before me this 24 day of July, 2024

RYAN LASHER
Notary Public, State of Florida
My Comm. Expires Aug. 01, 2026
No. HH 295678

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ $198,972.51

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: SGM ENGINEERING INC

By: _____ Date: 7/24/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ROBAK SHAHNAM LICENSE No. 78419 STATE OF FLORIDA PROFESSIONAL ENGINEER

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9
APPLICATION DATE: 07-22-2024 INVOICE NO.:
PERIOD TO: 06-30-2024 23012701009
PROJECT NO: 23012701

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
23012701	**Brooksville Elementary School HVAC Replacement - Phase I**								
01A	CONSTRUCTION PHASE SERVICES	629,319.84	622,681.58	0.00	0.00	622,681.58	98.9	6,638.26	0.00
01B	GENERAL REQUIREMENTS	121,664.78	118,876.74	0.00	0.00	118,876.74	97.7	2,788.04	0.00
01I	FINAL CLEAN	14,849.00	14,849.00	0.00	0.00	14,849.00	100.0	0.00	0.00
02A	DEMO	152,293.54	152,293.54	0.00	0.00	152,293.54	100.0	0.00	0.00
03A	CONCRETE	73,771.74	73,771.74	0.00	0.00	73,771.74	100.0	0.00	0.00
03B	MASONRY	0.00	0.00	0.00	0.00	0.00	0.0	0.00	0.00
05A	MISC METAL	1,215.25	0.00	0.00	0.00	0.00	0.0	1,215.25	0.00
07G	ROOFING	19,650.00	19,650.00	0.00	0.00	19,650.00	100.0	0.00	0.00
08A	DOORS/HARDWARE	33,736.19	33,736.19	0.00	0.00	33,736.19	100.0	0.00	0.00
09A	FRAMING	270,447.50	270,447.50	0.00	0.00	270,447.50	100.0	0.00	0.00
09B	PAINT	42,570.50	42,570.50	0.00	0.00	42,570.50	100.0	0.00	0.00
09C	FLOORING	12,560.33	12,560.33	0.00	0.00	12,560.33	100.0	0.00	0.00
09F	ACT	83,522.93	83,522.93	0.00	0.00	83,522.93	100.0	0.00	0.00
10G	SIGNAGE	0.00	0.00	0.00	0.00	0.00	0.0	0.00	0.00
23A	HVAC	2,840,266.47	2,840,266.47	0.00	0.00	2,840,266.47	100.0	0.00	0.00
25A	TEST & BALANCE	16,055.00	16,055.00	0.00	0.00	16,055.00	100.0	0.00	0.00
26A	ELECTRICAL	419,726.53	419,726.53	0.00	0.00	419,726.53	100.0	0.00	0.00
32H	TEMP FENCE	18,283.34	18,283.34	0.00	0.00	18,283.34	100.0	0.00	0.00
35A	INSURANCE	176,450.20	184,009.49	0.00	0.00	184,009.49	104.3	-7,559.29	0.00
99A	OWNER CONTINGENCY	342.89	-347.39	0.00	0.00	-347.39	-101.3	690.28	0.00
99B	GC CONTINGENCY	6,410.09	-6,410.09	0.00	0.00	-6,410.09	-100.0	12,820.18	0.00
99C	FEE	233,209.61	249,802.10	0.00	0.00	249,802.10	107.1	-16,592.49	0.00
	Brooksville Elementary	*5,166,345.50*	*5,166,345.50*	*0.00*	*0.00*	*5,166,345.50*	*100.0*	*0.00*	*0.00*
	Project Total:	***5,166,345.50***	***5,166,345.50***	***0.00***	***0.00***	***5,166,345.50***	***100.0***	***0.00***	***0.00***

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Fla. Stat. 713.20)

The undersigned lienor, in consideration of the final payment in the amount of $ 198,972.51, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished JE Dunn Construction (insert the name of your customer) on the job of Hernando County School District (insert the name of the owner) to the following described property:

Brooksville Elementary School HVAC Replacement

885 N. Broad Street, Brooksville, Florida 34601 (description of property)

DATED on July 24, 2024 (year).

(Lienor)

By: Eric Delisle
Project Manager

(Name of Person Making Statement)

STATE OF FLORIDA _____

COUNTY OF Hernando

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of July, 2024, by Eric Delisle (name of person acknowledging), who is personally known to me or who has produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

[NOTARIAL SEAL]

RYAN LASHER
Notary Public, State of Florida
My Comm. Expires Aug. 01, 2026
No. HH 295678

If you are currently a notary public, please do not engage in online notarization until you have properly registered and complied with the Florida Statutes.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: JE DUNN CONSTRUCTION COMPANY (RE SELF
1001 LOCUST ST
KANSAS CITY, MO 64106

PROJECT: Brooksville Elementary School HVAC... - Self-perform
1001 LOCUST ST
KANSAS CITY, MO 64106

APPLICATION NO.: 6
PERIOD TO : 06-30-2024
PROJECT NOS.: 23012799
INVOICE NO.: 23012799006
CONTRACT DATE : 08-22-2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: J.E. Dunn Construction Company
1001 Locust St
Kansas City, MO 64106

ARCHITECT: Bobby Shahnami
935 LAKE BALDWIN LN
ORLANDO, FL 32814

CONTRACT FOR: Brooksville Elementary School HVAC... - Self-

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	90,829
2. Net change by change orders	$	10,278
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	101,107
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	101,107
5. RETAINAGE: (Total retainage Column I of G703)	$	1,367
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	99,740
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	96,051
8. CURRENT PAYMENT DUE	$	3,689
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,367

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	10,278	0
APPROVED THIS MONTH		
Number / Date Approved		
Current Total:	0	0
Net Change by Change Orders		10,278

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY. J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By: _____ Date: 7/24/2024

State of: Florida

County of: Hernando

Subscribed and sworn to before me this 24 day of July 2024

RYAN LASHER
Notary Public, State of Florida
My Comm. Expires Aug. 01, 2026
No. HH 295678

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ $3,689

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Bobby Shahnami

By: _____ Date: 7/24/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BOBAK SHAHNAM LICENSE No. 78419 STATE OF FLORIDA PROFESSIONAL ENGINEER

458

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 6
APPLICATION DATE: 07-24-2024 INVOICE NO.:
PERIOD TO: 06-30-2024 23012799006
PROJECT NO: 23012799

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
23012799	Brooksville Elementary School HVAC... - Self-perform										
01A	General Conditions	0	2,260	2,260	2,260	0	0	2,260	100.0	0	0
02A	Phase I Contract Work	67,663	3,849	71,512	71,512	0	0	71,512	100.0	0	0
03A	Phase II Contract Work	23,166	4,169	27,335	27,335	0	0	27,335	100.0	0	1,367
	Brooksville Elementary School HVAC... - Self-perform Total:	90,829	10,278	101,107	101,107	0	0	101,107	100.0	0	1,367
	Project Total:	***90,829***	***10,278***	**101,107**	***101,107***	***0***	***0***	***101,107***	***100.0***	***0***	***1,367***

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT
(Fla. Stat. 713.20)

The undersigned lienor, in consideration of the sum of $3,689.00 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 7/24/24 (insert date) to JE Dunn Construction (insert the name of your customer) on the job of Hernando County School District (insert the name of the owner) to the following property:

Brooksville Elementary School HVAC Replacement
885 N Broad Street, Brooksville, FL 34601 (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on July 24, , 2024 (year).

(Lienor)

By: Eric Delisle
Project Manager

STATE OF FLORIDA

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of July ,2024 by Eric Delisle (name of person acknowledging), who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

RYAN LASHER
Notary Public, State of Florida
My Comm. Expires Aug. 01, 2026
No. HH 295678

Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

If you are currently a notary public, please do not engage in online notarization until you have properly registered and complied with the Florida Statutes.

Sweep & Print Report
Cost Transactions for: 20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Draw Number: 9

	Sweep & Print												
	Bill Code	Phase	CAT	Source	Source Description	Ref Code	Ref Description	Ref Date	QTY	UOM	Amount	Retainage	Type
	23012701,01A,Brooksville Elementary School HVAC Replacement - Phase I,CONSTRUCTION PHASE SERVICES,												
Link	23012701-01101-LA	01101, SUPERINTENDENT	LA	36091	Wesley Bracy	WK	WK202425	6/16/2024	40	HR	$4,840.00	$0.00	PY
Link	23012701-01101-LA	01101, SUPERINTENDENT	LA	36091	Wesley Bracy	WK	WK202426	6/23/2024	40	HR	$4,840.00	$0.00	PY
Link	23012701-01101-LA	01101, SUPERINTENDENT	LA	697	Christopher Newton	WK	WK202425	6/16/2024	6	HR	$1,176.00	$0.00	PY
Link	23012701-01101-LA	01101, SUPERINTENDENT	LA	697	Christopher Newton	WK	WK202426	6/23/2024	8	HR	$1,568.00	$0.00	PY
Link	23012701-01120-LA	01120, PROJ MGMT/ ESTIMATING	LA	34152	Ryan Lasher	BWA	BWA202413 PM Allocation	6/23/2024		HR	$370.80	$0.00	PY
Link	23012701-01120-LA	01120, PROJ MGMT/ ESTIMATING	LA	34152	Ryan Lasher	BWA	BWA202413	6/23/2024	72	HR	$5,616.00	$0.00	PY
Link	23012701-01120-LA	01120, PROJ MGMT/ ESTIMATING	LA	485	Curtis Delaquil	BWA	BWA202413	6/23/2024	11	HR	$1,980.00	$0.00	PY
Link	23012701-01120-LA	01120, PROJ MGMT/ ESTIMATING	LA	485	Curtis Delaquil	BWA	BWA202413 PM Allocation	6/23/2024		HR	$56.65	$0.00	PY
Link	23012701-01122-LA	01122, ADMIN PERSONNEL	LA	26918	Janet Lee	BWA	BWA202413	6/23/2024	30	HR	$1,650.00	$0.00	PY
Link	23012701-01122-LA	01122, ADMIN PERSONNEL	LA	26918	Janet Lee	BWA	BWA202413 8hrs to PY20440	7/7/2024	-8	HR	($440.00)	$0.00	PY
	23012701-01125-MA	01125, TRAVEL	MA	32800	Eric Delisle	BWA	BI-Weekly Alt202414	7/7/2024	424	LS	$250.16	$0.00	PY
	23012701-01136-MA	01136, Dunn Dashboard	MA	2406-26			Dunn Dashboard	6/17/2024	0	LS	$1,169.60	$0.00	JC
Link	23012701-0114103-LA	0114103, IPS SCHEDULING - SCHEDULE UPDATE	LA	24529	Rebekah Hudson	BWA	BWA202413	6/23/2024	3	HR	$312.00	$0.00	PY
Link	23012701-0114605-LA	0114605, IPS SAFETY - SAFETY SUPPORT	LA	36250	Angel Acevedo Rosario	BWA	BWA202413	6/23/2024	16	HR	$1,600.00	$0.00	PY
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-54820	TRUCK, 1/2 T, 4X4, XC	6420	Spt-Truck Rev	6/7/2024	24	HR	$223.20	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-54820	TRUCK, 1/2 T, 4X4, XC	6420	Spt-Truck Rev	6/14/2024	32	HR	$297.60	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-54820	TRUCK, 1/2 T, 4X4, XC	6420	Spt-Truck Rev	6/21/2024	40	HR	$372.00	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-54820	TRUCK, 1/2 T, 4X4, XC	6420	Spt-Truck Rev	6/28/2024	40	HR	$372.00	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	6420	Spt-Truck Rev	6/7/2024	7	HR	$65.10	$0.00	EM

Sweep & Print Report
Cost Transactions for: 20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Draw Number: 9

	Sweep & Print												
	Bill Code	Phase	CAT	Source	Source Description	Ref Code	Ref Description	Ref Date	QTY	UOM	Amount	Retainage	Type
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	6420	Spt-Truck Rev	6/14/2024	6	HR	$55.80	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	6420	Spt-Truck Rev	6/21/2024	6	HR	$55.80	$0.00	EM
Link	23012701-01503-EQ	01503, PICKUP TRUCKS	EQ	21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	6420	Spt-Truck Rev	6/28/2024	8	HR	$74.40	$0.00	EM
	23012701-01503-MA	01503, PICKUP TRUCKS	MA	2406-SPT FUEL	30-Jun-2024	21-54820	JUN 2024 FUEL	6/30/2024		LS	$408.35	$0.00	JC
	23012701-01503-MA	01503, PICKUP TRUCKS	MA	2406-SPT FUEL	30-Jun-2024	21-92876	JUN 2024 FUEL	6/30/2024		LS	$74.41	$0.00	JC
	Total for 23012701,01A,Brooksville Elementary School HVAC Replacement - Phase I,CONSTRUCTION PHASE SERVICES :										**$26,987.87**	**$0.00**	
	23012701,01B,Brooksville Elementary School HVAC Replacement - Phase I,GENERAL REQUIREMENTS,												
Link	23012701-01243-MA	01243, CLEAN UP	MA	I1-102558	Wireless Access Point	6400	Rental - Auto	6/16/2024	28	DY	$48.00	$0.00	EM
Link	23012701-01243-MA	01243, CLEAN UP	MA	I1-103794	Integrated Broadband Router	6400	Rental - Auto	6/23/2024	28	DY	$219.00	$0.00	EM
Link	23012701-01243-MA	01243, CLEAN UP	MA	I1-103872	Firewall/Router Device	6400	Rental - Auto	6/16/2024	28	DY	$219.00	$0.00	EM
Link	23012701-01243-MA	01243, CLEAN UP	MA	I1-106794	Integrated Broadband Router	6400	Rental - Auto	6/11/2024	2	DY	$70.00	$0.00	EM
	Total for 23012701,01B,Brooksville Elementary School HVAC Replacement - Phase I,GENERAL REQUIREMENTS :										**$556.00**	**$0.00**	
	23012701,03A,Brooksville Elementary School HVAC Replacement - Phase I,CONCRETE,												
	23012701-03121-SU	03121, SITE CONCRETE	SU	005942	JE DUNN CONSTRUCTION COMPANY (	23012799-05R1	23012799 SP RFP	6/30/2024	0	LS	$0.00	$3,688.59	AP
	Total for 23012701,03A,Brooksville Elementary School HVAC Replacement - Phase I,CONCRETE :										**$0.00**	**$3,688.59**	
	23012701,26A,Brooksville Elementary School HVAC Replacement - Phase I,ELECTRICAL,												
Link	23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link	23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link	23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link	23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link	23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP

Sweep & Print Report
Cost Transactions for: 20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Draw Number: 9

Sweep & Print											
Bill Code	Phase	CAT	Source	Source Description	Ref Code	Ref Description	Ref Date	QTY	UOM	Amount	Retainage	Type
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Link 23012701-16000-SU	16000, ELECTRICAL	SU	052706	MCS OF TAMPA INC	FR - P1	Brooksville Elementary School HVAC Replacement	6/19/2024	0	LS	$0.00	$0.00	AP
Total for 23012701,26A,Brooksville Elementary School HVAC Replacement - Phase I,ELECTRICAL :										**$0.00**	**$0.00**	

Bill Group Totals		
Bill Group	Amount	Retainage
23012701,01A,Brooksville Elementary School HVAC Replacement - Phase I,CONSTRUCTION PHASE SERVICES	$26,987.87	$0.00
23012701,01B,Brooksville Elementary School HVAC Replacement - Phase I,GENERAL REQUIREMENTS	$556.00	$0.00
23012701,03A,Brooksville Elementary School HVAC Replacement - Phase I,CONCRETE	$0.00	$3,688.59
23012701,26A,Brooksville Elementary School HVAC Replacement - Phase I,ELECTRICAL	$0.00	$0.00
Total:	**$27,543.87**	**$3,688.59**

Wesley A Bracy (36091)
Time Card for #25 06/10/2024 - 06/16/2024

			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
Job	Phase	Trade	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT
23012701	01101	S202	8			8			8			8			8								
Daily Totals:			8			8			8			8			8								
																					Regular Hours:		40
																					Week Total:		40

Comments for Admin Time

Day	Comment	Entered By/ Date
06/10/2024		Wesley Bracy on 06/14/2024
06/11/2024		Wesley Bracy on 06/14/2024
06/12/2024		Wesley Bracy on 06/14/2024
06/13/2024		Wesley Bracy on 06/14/2024
06/14/2024		Wesley Bracy on 06/14/2024
06/15/2024		Wesley Bracy on 06/14/2024
06/16/2024		Wesley Bracy on 06/14/2024

Wesley A Bracy (36091)
Time Card for #26 06/17/2024 - 06/23/2024

			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
Job	Phase	Trade	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT
23012701	01101	S202	8			8			8			8			8								
Daily Totals:			8			8			8			8			8								
																					Regular Hours:		40
																					Week Total:		40

Comments for Admin Time

Day	Comment	Entered By/ Date
06/17/2024		Wesley Bracy on 06/24/2024
06/18/2024		Wesley Bracy on 06/24/2024
06/19/2024		Wesley Bracy on 06/24/2024
06/20/2024		Wesley Bracy on 06/24/2024
06/21/2024		Wesley Bracy on 06/24/2024
06/22/2024		Wesley Bracy on 06/24/2024
06/23/2024		Wesley Bracy on 06/24/2024

Christopher Newton (697)
Time Card for #25 06/10/2024 - 06/16/2024

			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
Job	Phase	Trade	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT
23049200	01101	S200	3												3								
23049100	01101	S200							2														
23012701	01101	S200				3						3											
23008600	01101	S200													4								
23007800	01101	S200										4											
23002101	01101	S200	2			5			3			1			1								
20008301	01101	S200	3						3														
Daily Totals:			8			8			8			8			8								
																				Regular Hours:		40	
																				Week Total:		40	

Comments for Admin Time

Day	Comment	Entered By/ Date
06/10/2024		Chris Newton on 06/14/2024
06/11/2024		Chris Newton on 06/14/2024
06/12/2024		Chris Newton on 06/14/2024
06/13/2024		Chris Newton on 06/14/2024
06/14/2024		Chris Newton on 06/14/2024
06/15/2024		Chris Newton on 06/14/2024
06/16/2024		Chris Newton on 06/14/2024

Christopher Newton (697)
Time Card for #26 06/17/2024 - 06/23/2024

			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
Job	Phase	Trade	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT	Reg	OT	DT
23049200	01101	S200							4														
23018700	01101	S200													4								
23012701	01101	S200	4									4											
23007800	01101	S200							3														
23002101	01101	S200	4			4			1			4			4								
20008301	01101	S200				4																	
Daily Totals:			8			8			8			8			8								
																				Regular Hours:	40		
																				Week Total:	40		

Comments for Admin Time

Day	Comment	Entered By/ Date
06/17/2024		Chris Newton on 06/22/2024
06/18/2024		Chris Newton on 06/22/2024
06/19/2024		Chris Newton on 06/22/2024
06/20/2024		Chris Newton on 06/22/2024
06/21/2024		Chris Newton on 06/22/2024
06/22/2024		Chris Newton on 06/22/2024
06/23/2024		Chris Newton on 06/22/2024

Ryan Lasher (34152)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
23012701, Brooksville Elementary School HVAC Replacement - Phase I, 01120 Proj Mgmt/Estimating (Jobsite)		72	8	8	8	8	8			8	8	8	8			
23012702, Brooksville Elementary School HVAC Replacement - Phase II, 01120 Proj Mgmt/Estimating (Jobsite)		8												8		
Subtotals:																

Total: 80 Hours

BWA - OFAD
Department - Tampa PM, 402305
Reporting Manager - Eric Delisle
Timecard Approver - Curtis Delaquil

Your Time Card was approved by Curtis Delaquil (485) on 06/24/2024

Curtis Delaquil (485)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
23012701, Brooksville Elementary School HVAC Replacement - Phase I, 01120 Proj Mgmt/Estimating (Office)		11	2	2	1	1	1			2	2					
23012702, Brooksville Elementary School HVAC Replacement - Phase II, 01120 Proj Mgmt/Estimating (Office)		6										2	2	2		
23018700, Brandon High School HVAC Renovations, 01120 Proj Mgmt/Estimating (Office)		20	2	2	2	2	2			2	2	2	2	2		
23049100, FK Marchman Technical College - Roof & Canopy Replacement, 01120 Proj Mgmt/Estimating (Office)		28	4	4	4	2	4			2	2	2	2	2		
23049200, Hillsborough Schools Cold Storage Renovations, 01120 Proj Mgmt/Estimating (Office)		15			1	3	1			2	2	2	2	2		
Subtotals:																

Total: 80 Hours

BWA - OFCR
Department - Tampa PM, 402305
Reporting Manager - William Nellis
Timecard Approver - William Nellis

Your Time Card was approved by William Nellis (695) on 06/24/2024

Janet Lee (26918)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
23012701, Brooksville Elementary School HVAC Replacement - Phase I, 01122 Admin Personnel (Office)		30	2	2	2	2	2			4	4	4	4	4		
23018700, Brandon High School HVAC Renovations, 01122 Admin Personnel (Office)		16	2	2	2	2	2					2	2	2		
23049100, FK Marchman Technical College - Roof & Canopy Replacement, 01122 Admin Personnel (Office)		32	4	4	4	2	2			4	4	4	2	2		
Subtotals:																
Health Day		2					2									
Totals:																

Total: 80 Hours

BWA - ONEX
Department - Tampa Proj Coordination, 402310
Reporting Manager - Curtis Delaquil
Timecard Approver - Curtis Delaquil

Your Time Card was approved by Payroll on 06/24/2024

Rebekah Hudson (24529)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
20008301, FDLE TBROC GMP1 - Repairs and Maintenance, 0114103 Ips Scheduling - Schedule Support (Office)		3		1	1							1				
20017400, WellStar KH Tower Addition, 0114103 Ips Scheduling - Schedule Support (Office)		13		1	2		4					2		4		
21021101, The Classic Center Arena - Sub Job, 0114103 Ips Scheduling - Schedule Support (Office)		7	2			3							2			
21048700, Orange Park Medical Center - Shell Buildout & ICU Renovation, 0114103 Ips Scheduling - Schedule Support (Office)		1					1									
21053500, GSU Student Success Center Renovation - BR-50-2201- 25-27 A, 0114103 Ips Scheduling - Schedule Support (Office)		2												2		
22016400, 1020 Spring Street Office Tower, 0114103 Ips Scheduling Support (Office)		3			3											
22046500, AMLI Atlantic Station, 0114103 Ips Scheduling - Schedule Support (Office)																
23002101, 1000 1st Ave. N. Apartments - Lump Sum GC's, 0114103 Ips Scheduling - Schedule Support (Office)		4	2	1								1				
23005301, HCA Oviedo Med. Center - General Conditions, 0114103 Ips Scheduling - Schedule Support (Office)		3				1						2				
23007800, Tampa - Behavioral Health Hospital, 0114103 Ips Scheduling - Schedule Support (Office)		1		1												
23008600, Acadia North Port Behavioral Health Hospital, 0114103 Ips Scheduling - Schedule Support (Office)		5	1									1	3			
23012701, Brooksville Elementary School HVAC Replacement - Phase I, 0114103 Ips Scheduling - Schedule Update (Office)		3	1			1							1			
23016700, Auburn STEM Complex CM-A, 0114103 Ips Scheduling - Schedule Support (Office)		9		1						6				2		
23018700, Brandon High School HVAC Renovations, 0114103 Ips Scheduling - Schedule Support (Office)		1		1												
23027600, Auburn COE Field Services, 0114103 Ips Scheduling - Schedule Support (Office)		6		2	1	1				2						
23048800, Encompass Villages Rehab, 0114104 Gc - Ips Scheduling (Office)		1			1											
23049100, FK Marchman Technical College - Roof & Canopy Replacement, 0114103 Ips Scheduling - Schedule Support (Office)		2	1								1					
23049200, Hillsborough Schools Cold Storage Renovations, 0114103 Ips Scheduling - Schedule Support (Office)		1				1										
OPPT4023, Opportunity Tracking - Tampa, 22-0349 Hardage Hospitality Rocky Point Hotel & Apartments (Office)																

Rebekah Hudson (24529)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
OPPT4023, Opportunity Tracking - Tampa, 23-0171 Atlantic Capital Properties 333 3rd Street Apartme (Office)		5									4	1				
OPPT4023, Opportunity Tracking - Tampa, 24-0223 Hernando County School Board Springstead High Scho (Office)																
OPPT4023, Opportunity Tracking - Tampa, 24-0465 Manatee County Mcso District 5 Substation Bradento (Office)		1	1													
OPPT5000, Opportunity Tracking - Healthcare, 24-0507 Limbach Company Ephraim Mcdowell Health Expansion (Office)		1											1			
Overhead Misc		4					3						1			
Subtotals:																
Health Day		4				1					3					
Totals:																

Total: 80 Hours

BWA - OPRF
Department - East Region Scheduling, 400017
Reporting Manager - Darren Ice
Timecard Approver - Darren Ice

Your Time Card was approved by Darren Ice (29101) on 06/24/2024

Angel Acevedo Rosario (36250)
Time Card for #13 06/10/2024 - 06/23/2024

Categories		Totals	Mon 6/10	Tue 6/11	Wed 6/12	Thu 6/13	Fri 6/14	Sat 6/15	Sun 6/16	Mon 6/17	Tue 6/18	Wed 6/19	Thu 6/20	Fri 6/21	Sat 6/22	Sun 6/23
20008301, FDLE TBROC GMP1 - Repairs and Maintenance, 0114605 Ips Safety - Support (Jobsite)		12				4					8					
23002101, 1000 1st Ave. N. Apartments - Lump Sum GC's, 0114605 Ips Safety - Support (Jobsite)		16			8					8						
23005301, HCA Oviedo Med. Center - General Conditions, 0114605 Ips Safety - Support (Jobsite)		8	8													
23007800, Tampa - Behavioral Health Hospital, 0114605 Ips Safety - Support (Jobsite)		8		4		4										
23008600, Acadia North Port Behavioral Health Hospital, 0114605 Ips Safety - Support (Jobsite)																
23012701, Brooksville Elementary School HVAC Replacement - Phase I, 0114605 Ips Safety - Safety Support (Jobsite)		16					8							8		
23018700, Brandon High School HVAC Renovations, 0114605 Ips Safety - Support (Jobsite)		12		4								8				
23049100, FK Marchman Technical College - Roof & Canopy Replacement, 0114605 Ips Safety - Support (Jobsite)		8											8			
Subtotals:																

Total: 80 Hours

BWA - OPRF
Department - East Region Safety, 400035
Reporting Manager - Jermaine Sheffield
Timecard Approver - Jermaine Sheffield

Your Time Card was approved by Jermaine Sheffield (33716) on 06/24/2024

Blue Hat Crane & Equipment Rental
1001 Locust Street
Kansas City, MO 64106
Tel: 816-474-8600

Invoice

TO: HERNANDO COUNTY SCHOOL DISTRICT
919 N BROAD ST
BROOKSVILLE, FL. 34601
Tel: 352-797-7000

Invoice No: 20
Date: 07/24/2024
Invoice Period: Draw 9

Job: 20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

The amounts shown are in compliance with and subject to the contract provisions for contractor controlled equipment.

Equipment Rental

Code	Description	Qty	Current Billing Start	Current Billing End	Current Billing Detail	Job - Phase - Cat	Amount
I1-102558	Wireless Access Point	28	05-20-2024	06-16-2024	05-20-2024 - 06-16-2024 - 1 mnths @ 48	23012701 - 01243 - MA	48.00
I1-103794	Integrated Broadband Router	28	05-27-2024	06-23-2024	05-27-2024 - 06-23-2024 - 1 mnths @ 219	23012701 - 01243 - MA	219.00
I1-103872	Firewall/Router Device	28	05-20-2024	06-16-2024	05-20-2024 - 06-16-2024 - 1 mnths @ 219	23012701 - 01243 - MA	219.00
I1-106794	Integrated Broadband Router	2	06-10-2024	06-11-2024	06-10-2024 - 06-11-2024 - 2 days @ 35	23012701 - 01243 - MA	70.00
						Total for Phase Code:01243 - CLEAN UP	**556.00**
						Equipment Rental Total:	**556.00**

Superintendent Trucks

Equipment Number	Equipment Name	Items	Qty	Price	Job - Phase - Cat - Batch	Ref Date	Amount
21-54820	TRUCK, 1/2 T, 4X4, XC	36091 / Bracy	32 HR	0	23012701 - 01503 - EQ - 4358446	06/14/2024	297.60
21-54820	TRUCK, 1/2 T, 4X4, XC	36091 / Bracy	40 HR	0	23012701 - 01503 - EQ - 4365110	06/28/2024	372.00
21-54820	TRUCK, 1/2 T, 4X4, XC	36091 / Bracy	40 HR	0	23012701 - 01503 - EQ - 4359569	06/21/2024	372.00
21-54820	TRUCK, 1/2 T, 4X4, XC	36091 / Bracy	24 HR	0	23012701 - 01503 - EQ - 4355489	06/07/2024	223.20
21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	697 / Newton	6 HR	0	23012701 - 01503 - EQ - 4358446	06/14/2024	55.80
21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	697 / Newton	8 HR	0	23012701 - 01503 - EQ - 4365110	06/28/2024	74.40
21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	697 / Newton	6 HR	0	23012701 - 01503 - EQ - 4359569	06/21/2024	55.80
21-92876	TRUCK, 1/2 T, 4X4, XLT, CC	697 / Newton	7 HR	0	23012701 - 01503 - EQ - 4355489	06/07/2024	65.10
						Total for Phase Code:01503 - PICKUP TRUCKS	**1,515.90**
						Superintendent Trucks Total:	**1,515.90**

Other Charges

This is not a third party invoice.

Logistics Chargeout Invoice

Other Charges					
SRC Code	**SRC Desc**	**REF Code**	**REF Desc**	**Job - Phase - Cat - Batch**	**Amount**
SRC Code	**SRC Desc**	**REF Code**	**REF Desc**	**Job - Phase - Cat - Batch**	**Amount**
2406-SPT FUEL	30-Jun-2024	21-92876	JUN 2024 FUEL	23012701 - 01503 - MA - 4368024	74.41
2406-SPT FUEL	30-Jun-2024	21-54820	JUN 2024 FUEL	23012701 - 01503 - MA - 4368024	408.35
				Other Charges Total:	**482.76**

Invoice Totals	
Equipment Rental Total:	**556.00**
Superintendent Trucks Total:	**1,515.90**
Other Charges Total:	**482.76**
Grand Total:	**2,554.66**

This is not a third party invoice.

20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Vendor Code	Vendor Name	Contract Code	Original Contract	Revised Contract	Invoiced Amount	Retention Amount	Open Payable	Paid to Date	Discount Taken	Left to Invoice	Remaining to be Paid*
052706	MCS OF TAMPA INC	230127011	411,809.23	419,726.53	419,726.53	20,986.34	107,622.57	291,117.62	0.00	0.00	128,608.91

* Remaining to be Paid = Retention Amount + Open Payable + Left to Invoice

** Bond Decision Legend: RP = Sub-Specific Risk Plan REQUIRED , CMA = Construction Management Agent Job , NB = Compliant , LOC = Letter of Credit Required , SMS = NOT Compliant. SMS prequalification information is incomplete. DO NOT ISSUE CONTRACT , JC = Joint Checks Are Required , CG = Corporate Guaranty Required , BA = Performance and Payment Bond Required , XL = Compliant

Job Code	Phasing Code	Change Code	Posted Changes	Un-Posted Changes	Executed Date	Description
23012701	16000-SU	000	411,809.23	0.00	10/03/2023	Electrical Phase I
23012701	16000-SU	001	0.00	0.00	01/22/2024	Voided as this was moved to the sub job [ELECTRICAL - Subcontractor shall provide all Work associated with the added circuits for AHU UV lights per RFI 004 inclusive of all requirements of the Subcontract Documents.]
23012701	16000-SU	002	0.00	0.00	01/22/2024	Voided as this was moved to the sub job [ELECTRICAL - Subcontractor shall provide all Work associated with deleting the circuits serving HLR equipment inclusive of all requirements of the Subcontract Documents.]
23012701	16000-SU	003	0.00	0.00	01/18/2024	Voided as this was moved to the sub job [ELECTRICAL - Subcontractor shall provide all Work associated with removing the mini splits from the project per RFI 21 inclusive of all requirements of the Subcontract Documents.]
23012701	16000-SU	004	0.00	0.00	01/18/2024	Voided as this was moved to the sub job [ELECTRICAL - Subcontractor shall provide all Work associated with removing the chiller breakers per RFI 24 inclusive of all requirements of the Subcontract Documents.]
23012701	16000-SU	005	0.00	0.00		Voided as this was moved to the sub job [ELECTRICAL - Subcontractor shall provide all Work associated with the Building 3 duct route adjustments per RFIs 19, 20, 29, and 32 inclusive of all requirements of the Subcontract Documents.]
23012701	16000-SU	006	2,941.87	0.00	02/26/2024	ELECTRICAL - Subcontractor shall provide all Work associated with providing (40) LED flat panel light fixtures inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	007	2,334.56	0.00	02/27/2024	ELECTRICAL - Subcontractor shall provide all Work associated with relocating the fire alarm panel and associated accessories in Building 4 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	008	-10,939.06	0.00	04/01/2024	ELECTRICAL - Subcontractor shall provide all Work associated with removing equipment disconnects from Scope of Work per RFI 28 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	009	-4,318.47	0.00	04/01/2024	ELECTRICAL - Subcontractor shall provide all Work associated with all changes resulting from RFI 34 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	010	20,232.15	0.00	04/01/2024	ELECTRICAL - Subcontractor shall provide all Work associated with installing LED lights in the corridors and new mechanical/teacher planning rooms in Building 2 inclusive of all requirements of the Subcontract Documents. A photometric study will be conducted to confirm that the light fixtures are within the SREF requirements. Additional costs may result due to additional labor, conduit, rewiring, and added junction boxes.
23012701	16000-SU	011	51,534.95	0.00	04/01/2024	ELECTRICAL - Subcontractor shall provide all Work associated with installing all LED lights in Buildings 1 and 5 inclusive of all requirements of the Subcontract Documents. A photometric study will be conducted to confirm that the light fixtures are within the SREF requirements. Additional costs may result due to additional labor, conduit, rewiring, and added junction boxes.
23012701	16000-SU	012	-51,534.95	0.00	04/11/2024	ELECTRICAL

20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Job Code	Phasing Code	Change Code	Posted Changes	Un-Posted Changes	Executed Date	Description
23012701	16000-SU	013	4,796.63	0.00	04/05/2024	ELECTRICAL - Subcontractor shall provide all Work associated with converting Building 6 restroom into a laundry room per RFI 44 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	014	-1,584.92	0.00	04/26/2024	ELECTRICAL - Subcontractor shall provide all Work associated with removing the installation of exhaust fans in the storage buildings south of Building 2 from Scope of Work inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	015	7,555.71	0.00	05/07/2024	ELECTRICAL - Subcontractor shall provide all Work associated with duct adjustments required in Building 4 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	016	8,723.43	0.00	06/04/2024	ELECTRICAL - Subcontractor shall provide all Work associated with relocating unforeseen electrical devices and conduit to accommodate HVAC duct routing inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	017	-2,469.34	0.00	05/14/2024	ELECTRICAL Subcontractor shall provide all Work associated with equipment feeder adjustments per RFI 50 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	018	5,304.50	0.00		ELECTRICAL - Subcontractor shall provide all Work associated with installing a new surge arrestor for the chillers inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	1.1	17,344.33	0.00	01/26/2024	ELECTRICAL - Subcontractor shall provide all Work associated with the added circuits for AHU UV lights per RFI 004 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	2.1	-6,457.49	0.00		ELECTRICAL - Subcontractor shall provide all Work associated with deleting the circuits serving HLR equipment inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	3.1	-18,061.95	0.00	01/26/2024	ELECTRICAL - Subcontractor shall provide all Work associated with removing the mini splits from the project per RFI 21 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	4.1	-21,331.72	0.00	01/26/2024	ELECTRICAL - Subcontractor shall provide all Work associated with removing the chiller breakers per RFI 24 inclusive of all requirements of the Subcontract Documents.
23012701	16000-SU	5.1	3,847.07	0.00	06/04/2024	ELECTRICAL - Subcontractor shall provide all Work associated with the Building 3 duct route adjustments per RFIs 19, 20, 29, and 32 inclusive of all requirements of the Subcontract Documents.
		Total:	**419,726.53**	**0.00**		**419,726.53**

Job Code	Phase Summary	Phase Contract Amount	Phase Invoice Amount	Over/Under	Retainage Held
23012701	16000-SU	419,726.53	419,726.53	0.00	20,986.34
	Total:	**419,726.53**	**419,726.53**	**0.00**	**20,986.34**

Job Code	Change Code	Invoice Code	Invoice Date	Invoice Amount	Retention Amount	Open Payable	Check Amount	Check Number	Check Post Date	Check Reconcile Date	Joint Payee	Owner Paid	Draw Number
23012701	000	23012701 - P1	01/04/2024	224,471.69	11,223.58	0.00	213,248.11	1777695	03/05/2024	03/13/2024		Yes	4
		23012701FEB - P1	02/27/2024	81,967.91	4,098.40	0.00	77,869.51	1782970	03/29/2024	04/03/2024		Yes	5
		23012701MAR - P1	03/21/2024	21,325.80	1,066.30	20,259.50	0					Yes	6
		23012701APR - 1	04/25/2024	60,097.19	3,004.86	57,092.33	0					Yes	7

20, 23012701, Brooksville Elementary School HVAC Replacement - Phase I

Job Code	Change Code	Invoice Code	Invoice Date	Invoice Amount	Retention Amount	Open Payable	Check Amount	Check Number	Check Post Date	Check Reconcile Date	Joint Payee	Owner Paid	Draw Number
		FG - P1	06/13/2024	31,863.94	1,593.20	30,270.74	0					No	8
Subtotal for 23012701 - 000:				**419,726.53**	**20,986.34**	**107,622.57**	**291,117.62**						
Total:				**419,726.53**	**20,986.34**	**107,622.57**	**291,117.62**						

Subcontractor's Application for Payment

TO: **J.E. Dunn Construction Company**

FROM: MCS of Tampa Inc.

PROJECT: Brooksville Elementary School - Phase I

PAYMENT REQUEST NO: 6 PERIOD 6/01/24 to 6/20/24

STATEMENT OF CONTRACT ACCOUNT:

1.	Original Contract Amount	$	411,809.23
2.	Approved Change Order Nos. 18 . (As per attached breakdown) (Net)	$	7,917.30
3.	Adjusted Contract Amount	$	419,726.53
4.	Value of Work Completed to Date: (As per attached breakdown)	$	419,726.53
5.	Value of Approved Change Orders Completed: (As per attached breakdown)	$	**0.00**
6.	Materials Stored on Site: (As per attached breakdown)	$	**0.00**
7.	**Total to Date**	$	419,726.53
8.	Less Amount Retained (0 %)	$	0.00
9.	Total Less Retainage	$	419,726.53
10.	Total Previously Certified (Deduct)	$	(398,740.19)
11.	**AMOUNT DUE THIS REQUEST**	$	20,986.34

INTERIM LIEN WAIVER AND RELEASE UPON PAYMENT:

STATE OF Florida

COUNTY OF Hillsborough

The undersigned mechanic and / or materialman has been employed by J.E. Dunn Construction Company ("JE Dunn") to furnish Electrical & Cabling Materials & Labor For the construction of improvements known as Brooksville Elementary School HVA Replacement - Phase I which is located in the City of Brooksville ,County of Hernando and is owned by Hernando County School District and more particularly described as follows:

Upon the receipt of the sum of $ 20,986.34 , the mechanical and / or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of 6/20/24 and excepting those rights and liens that the mechanic and / or materialman might have in any retained amount, on account of labor materials, or both, furnished by the undersigned to or an account of said Contractor for said building or premises.

This Interim Lien Waiver and Release Upon Payment shall not be deemed the entire or only Agreement of the Subcontractor with respect to waiver and release of claims upon payment and shall not affect or exclude any provisions in any other Partial Waiver and Release of Claims.

Given under hand and seal, on behalf of the undersigned and with full authority, this Day of , 2024

Applicable to Payment Request No: 6 or Invoice No: _____

Meagan Dorgo
Witness

8510 Sunstate St. Tampa FL 33634
Address

MCS of Tampa Inc. (Seal)
Company Name

CFO
Title

8510 Sunstate St. Tampa FL 33634
Address

Rev. 2011-03-10

APPLICATION AND CERTIFICATION FOR PAYMENT *AIA DOCUMENT G702* PAGE ONE OF 2 PAGES

TO OWNER: JE DUNN CONSTRUCTION COMPAN
5411 SKYCENTER DR
TAMPA FL 33607

PROJECT: BROOKSVILLE ES HVAC REPLACE
J3595 885 NORTH BROAD STREET
Phase 1 BROOKSVILLE FL 34601

APPLICATION NO: 6-Retainage

PERIOD TO: 06/20/24

PROJECT NOS: 2.3E+07

CONTRACT DATE: 09/29/23

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

FROM CONTRACTOR:
MCS of Tampa, Inc.
8510 Sunstate Street
Tampa, FL 33634

VIA ARCHITECT:

CONTRACT FOR: Electrical Renovations

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$411,809.23
2. Net change by Change Orders SLC Discount		$7,917.30
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	$419,726.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$419,726.53
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ $0.00	
b. 0 % of Stored Material (Column F on G703)	$ $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$419,726.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$398,740.19
8. CURRENT PAYMENT DUE		$20,986.34
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ - $ -	$ -
Total approved this Month	$ -	$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Meagan Dorgo Date: 6/18/24

State of:Florida County of: Hillsborough
Subscribed and sworn to before me this 18 day of June 2024.
Notary Public:
My Commission expires: 6/24/2024 Lee Ann Jespersen

Notary Public State of Florida
Lee Ann Jespersen
My Commission HH 014322
Expires 06/24/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing **APPLICATION NO: 6-Retainage**

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: BROOKSVILLE ES HVAC REPLACEMENT PHASE I
J3595 885 NORTH BROAD STREET **PERIOD TO:** 6/20/2024
PHASE I BROOKSVILLE FL 34601
CONTRACT **AIA A401**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
	Phase 1								
1	Submittals	$ 9,531.90	$9,531.90	$0.00	$ -	$9,531.90	100.00%	$0.00	$476.60
2	Mobilization	$ 40,600.92	$40,600.92	$0.00	$ -	$40,600.92	100.00%	$0.00	$2,030.05
3	Gear Package	$ 34,112.52	$34,112.52	$0.00	$ -	$34,112.52	100.00%	$0.00	$1,705.63
4	Temporary Trailer	$ 8,500.00	$8,500.00	$0.00	$ -	$8,500.00	100.00%	$0.00	$425.00
5	Light Fixture Support	$ 4,436.25	$4,436.25	$0.00	$ -	$4,436.25	100.00%	$0.00	$221.81
6	Temporary VFD	$ 5,834.16	$5,834.16	$0.00	$ -	$5,834.16	100.00%	$0.00	$291.71
7	Systems Pre-Testing	$ 9,317.29	$9,317.29	$0.00	$ -	$9,317.29	100.00%	$0.00	$465.86
8	Safe-Off: Building 2	$ 76,935.89	$76,935.89	$0.00	$ -	$76,935.89	100.00%	$0.00	$3,846.79
9	Install: Building 2	$ 83,347.19	$83,347.19	$0.00	$ -	$83,347.19	100.00%	$0.00	$4,167.36
10	Safe-Off: Building 3	$ 40,492.54	$40,492.54	$0.00	$ -	$40,492.54	100.00%	$0.00	$2,024.63
11	Install: Building 3	$ 43,866.92	$43,866.92	$0.00	$ -	$43,866.92	100.00%	$0.00	$2,193.35
12	Safe-Off: Building 4	$ 20,246.27	$20,246.27	$0.00	$ -	$20,246.27	100.00%	$0.00	$1,012.31
13	Install: Building 4	$ 21,933.49	$21,933.49	$0.00	$ -	$21,933.49	100.00%	$0.00	$1,096.67
14	Safe-Off: Building 6	$ 6,073.85	$6,073.85	$0.00	$ -	$6,073.85	100.00%	$0.00	$303.69
15	Install: Building 6	$ 6,580.04	$6,580.04	$0.00	$ -	$6,580.04	100.00%	$0.00	$329.00
	CO# 1 RFI 004 - Added Circuits for UV Lights	$ 17,344.33	$17,344.33	$0.00	$ -	$17,344.33	100.00%	$0.00	$867.22
	CO# 2 RFI 003 - Deleting HLR Circuits	$ (6,457.49)	($6,457.49)	$0.00	$ -	($6,457.49)	100.00%	$0.00	($322.87)
	CO# 3 Deleting Mini Splits	$ (18,061.95)	($18,061.95)	$0.00	$ -	($18,061.95)	100.00%	$0.00	($903.10)
	CO# 4 Removal of Chiller Breakers	$ (21,331.72)	($21,331.72)	$0.00	$ -	($21,331.72)	100.00%	$0.00	($1,066.59)
	CO# 5 Building 3 Electrical Adjustments	$ 3,847.07	$3,847.07	$0.00	$ -	$3,847.07	100.00%	$0.00	$192.35
	CO# 6 Flat Panel LED Light Fixtures	$ 2,941.87	$2,941.87	$0.00	$ -	$2,941.87	100.00%	$0.00	$147.09
	CO# 7 Relocate Building 4 Fire Alarm Panel	$ 2,334.56	$2,334.56	$0.00	$ -	$2,334.56	100.00%	$0.00	$116.73
	CO# 8 RFI 028 - Electrical Disconnects	$ (10,939.06)	($10,939.06)	$0.00	$ -	($10,939.06)	100.00%	$0.00	($546.95)
	CO# 9 RFI 034 - Equipment Feeder	$ (4,318.47)	($4,318.47)	$0.00	$ -	($4,318.47)	100.00%	$0.00	($215.92)
	CO# 10 Installation of LED Lights Bldg. 2	$ 20,232.15	$20,232.15	$0.00	$ -	$20,232.15	100.00%	$0.00	$1,011.61
	CO#11 Installation of LED lights in Bldgs 1 & 5	$ 51,534.95	$51,534.95	$0.00	$ -	$51,534.95	100.00%	$0.00	$2,576.75
	CO#12 - Deletion of Installation of LED	$ (51,534.95)	($51,534.95)	$0.00	$ -	($51,534.95)	100.00%	$0.00	($2,576.75)
	CO# 13 RFI 044 -Washer and Dryer Location	$ 4,796.63	$4,796.63	$0.00	$ -	$4,796.63	100.00%	$0.00	$239.83
	CO# 14 Delete Exhaust Fans in Storage bldg.	$ (1,584.92)	($1,584.92)	$0.00	$ -	($1,584.92)	100.00%	$0.00	($79.25)
	CO# 15 Building 4 Electrical Adjustments	$ 7,555.71	$7,555.71	$0.00	$ -	$7,555.71	100.00%	$0.00	$377.79
	CO# 16 T&M 14-20 Electrical Adjustments	$ 8,723.43	$8,723.43	$0.00	$ -	$8,723.43	100.00%	$0.00	$436.17

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA c1992
tHE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

	CO# 17 RFI 50 Equipment Feeder Adjsutment	$ (2,469.34)	($2,469.34)	$0.00	$ -	($2,469.34)	100.00%	$0.00	($123.47)
	CO# 18 Chiller Feeder Surge Device Replacement	$ 5,304.50	$5,304.50	$0.00	$ -	$5,304.50	100.00%	$0.00	$265.23
	Retainage			$20,986.34					
	GRAND TOTALS	$ 419,726.53	$419,726.53	**$20,986.34**	$ -	$419,726.53	100.00%	$0.00	$20,986.34

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SUBCONTRACTOR AND SUPPLIER FINAL WAIVER, RELEASE AND AFFIDAVIT

Subcontractor/Supplier: MCS of Tampa Inc.

Project: Brooksville Elementary School **Project No.:** 23012701

Property (physical address of Project): 885 North Broad Street Brooksville, FL 34601 - Phase I

Payment Application No.: 6-Retainage **Final Payment Amount:** $20,986.34

Total Amount Paid: $398,740.19 **Subcontract Amount:** $419,726.53

Last date of work covered by the Payment Application: 06-20-24

Contractor: J.E. Dunn Construction Company

Beneficiaries: Contractor, Owner, and other parties, if any, having any interest in the Property

In consideration of the previous payments made and the final payment to be made by Contractor to the undersigned Subcontractor/Supplier for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, effective upon remittance of the Final Payment Amount and contingent upon final clearance and payment of valuable consideration of the Final Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against:

- any and all liens, statutory or otherwise, or rights thereof;
- any and all bond claim rights or obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law (including without limitation Miller Act); and
- any other claims of any kind whatsoever, statutory or otherwise, including stop notice rights, except as specifically claimed in accordance with the subcontract documents.

for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), Property and Project.

2. The following listed persons or entities are the Subcontractor's or Supplier's only sub-subcontractors, equipment providers, materialmen or suppliers for the Project. This final waiver, or one similar, will be required for all sub-subcontractors, equipment providers, materialmen and suppliers. Final payment may be delayed if all documents are not submitted properly.

COMPANY NAME (of your material suppliers and/or subcontractors)	CONTRACT AMOUNT (if unknown list N/A)	AMOUNT PAID TO DATE (cumulative amount)	AMOUNT PAID THIS PERIOD (thru date listed above)	REMAING BALANCE LEFT ON CONTRACT

NONE Write "none" here if no sub-subcontractors, equipment providers, materialmen or suppliers were used on this Project.

3. The previous amounts paid and the Final Payment Amount requested for the work and labor performed and material and equipment supplied on the Project represents the actual value of work and material provided under the terms of the Subcontract and all authorized changes thereto concerning work to be performed on the Property.

4. Payment in full has been made by the Subcontractor/Supplier through the periods covered by all prior payment applications (a) to all of the Subcontractor's or Supplier's sub-subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Subcontractor/Supplier in connection with the performance of the Subcontract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

5. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. The Subcontractor/Supplier has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

6. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Final Waiver & Affidavit. The undersigned acknowledges and agrees that the Beneficiaries, or anyone on their behalf, may and will act and rely upon this instrument in releasing any funds due or owing.

7. The remittance of the Final Payment Amount negotiated and/or endorsed by Subcontractor/Supplier and marked "paid" or otherwise accepted by the bank against which said Final Payment Amount was drawn shall constitute conclusive proof that said Final Payment Application was paid and that the Final Payment Amount thereof was received by Subcontractor/Supplier and this Final Waiver & Affidavit shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Subcontractor/Supplier.

Subcontractor/Supplier : MCS of Tampa Inc.

By: Meagan Gonzalez

Title: CFO

Date: 6/18/24

Meagan Gonzalez
(Name of Person Making Statement)

STATE OF FLORIDA

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18 day of June, 24, by Meagan Gonzalez (name of person acknowledging), who is personally known to me or who has produced _____ as identification.

Print Name: Lee Ann Jespersen
Notary Public, State of Florida
Commission #: HH 014322
My Commission Expires: 6/24/2024

[NOTARIAL SEAL]

If you are currently a notary public, please do not engage in online notarization until you have properly registered and complied with the Florida Statutes.

Notary Public State of Florida
Lee Ann Jespersen
My Commission HH 014322
Expires 06/24/2024

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT
(Fla. Stat. 713.20)

The undersigned lienor, in consideration of the final payment in the amount of $ 20,986.34 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished JE Dunn Construction (insert the name of your customer) on the job of Brooksville Elementary School (insert the name of the owner) to the following described property:

Brooksville Elementary School - Phase I
885 North Broad Street Brooksville, FL 34601 (description of property)

DATED on _____, 2024 (year).

MCS of Tampa Inc.
(Lienor)

By: Meagan Gonzalez

Meagan Gonzalez
(Name of Person Making Statement)

STATE OF FLORIDA _____
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18 day of June, 24, by Meagan Gonzalez (name of person acknowledging), who is personally known to me or who has produced _____ as identification.

Print Name: Lee Ann Jespersen
Notary Public, State of Florida
Commission #: HH 014322
My Commission Expires: 6/24/2024

[NOTARIAL SEAL]

If you are currently a notary public, please do not engage in online notarization until you have properly registered and complied with the Florida Statutes.

Lee Ann Jespersen

Notary Public State of Florida
Lee Ann Jespersen
My Commission HH 014322
Expires 06/24/2024

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Fla. Stat. 713.20)

The undersigned lienor, in consideration of the final payment in the amount of $ 198,972.51, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished JE Dunn Construction (insert the name of your customer) on the job of Hernando County School District (insert the name of the owner) to the following described property:

Brooksville Elementary School HVAC Replacement

885 N. Broad Street, Brooksville, Florida 34601 (description of property)

DATED on July 24, 2024 (year).

(Lienor)

By: Eric Delisle
Project Manager

(Name of Person Making Statement)

STATE OF FLORIDA _____

COUNTY OF Hernando

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of July, 2024, by Eric Delisle (name of person acknowledging), who is personally known to me or who has produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

[NOTARIAL SEAL]

RYAN LASHER
Notary Public, State of Florida
My Comm. Expires Aug. 01, 2026
No. HH 295678

If you are currently a notary public, please do not engage in online notarization until you have properly registered and complied with the Florida Statutes.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: ESSER III- Brooksville Elementary HVAC Replacement Project Close Out- Phase I

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4450E	7400	6800	9500	99930	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 5,166,350.00		$ 4.50		$ 4,967,372.99		$ 198,977.01		$ 198,972.51		$ 0.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget:

Prior Year Actual Spent:

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 11. 25-2489 8/27/2024

Title and Board Action Requested
Approve the extension of Bid #20-393-01 RN EXT: Beverage Vending Services, awarded to Coca Cola Beverages Florida, LLC for an additional six (6) month term, for School Vending Beverage Machines District-Wide.

Executive Summary
The Director of Purchasing and Warehousing, on behalf of the Superintendent of Schools, hereby requests the board to approve the extension of Bid No. 20-393-01 RN EXT: Beverage Vendor Services, awarded to Coca Cola Beverages, Florida, LLC, for School Vending Beverage Machines District-Wide.
Per Florida Statute 287-057(13), this contract is being extended for a period of six (6) months under the original terms, conditions, specifications and pricing.

My Contact
Christopher Reckner, Director of Purchasing and Warehouse
352-797-7060

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: August 27, 2024

RFP No. 20-393-01 RN EXT **RFP Title:** Beverage Vending Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☒Contract Extension	☐Emergency
☐Piggyback Cooperative			

Bid Contract Period: 08/01/2024 through 01/31/2025 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining ☐ Length of Each Term (month) ☐ Length of Each Term (year) ☒ None

Rationale/Reason: Per Florida Statute 287-057(13) – Contract is being extended 0for a period of six (6) month. All original terms, conditions, specifications and pricing shall apply through the extension period.

Bidders Electronically Downloaded From Public Purchase Website: n/a **RFP Received:** **No RFP:** **Late RFP:** **Rejected RFP:** ☒ **N/A – RFP Not Required:** Renewal

Submitted By: Christopher Reckner
Director of Purchasing &Warehousing

School(s): District Wide

Requested By: _____

Department(s):

Recommended award by vendor, description of items/services and prices: (See attached)

T/C CODE: 2001

Provide and deliver beverage vending services and sales district wide, to include all specifically identified Coca-Cola products, equipment, personnel, delivery, distribution rights and advertising/marketing rights in various schools. Agreed upon Coca-Cola product line will be offered as the exclusive beverage vending product line sold at district middle and high schools' vending machines, school-site athletic events, etc. Products sold through vending machines, at school fundraisers, athletics and boosters, etc., and funding revenue (commissions, annual exclusivity premiums, and donated products) are generated back to the schools, lending much needed funding assistance and support to student and athletic programs and other various school targeted areas.

Coca-Cola Beverages Florida, LLC (V-50421)

Product & Container Size	Brands	Vending Rate	Commission Rate
20 Oz Water	Dasani	$2.00	30 %
20 Oz PET Bottles SSD & Still	Coke Classic/Zero Diet Coke Sprite/Zero Cherry Coke/Zero Fuze Tea Minute Maid Lemonade Mellow Yello/Zero Barq Seagram's Gingerale Fanta Orange/Zero Fanta Strawberry/Pineapple Grape Pibb Xtra	$2.00	30%
12 Oz Cans SSD & Still	Coke Classic/Zero Diet Coke Sprite/Zero Cherry Coke/Zero Fuze Tea Minute Maid Lemonade/Pink Lemonade Mellow Yello/Zero Barq/Diet Seagram's Gingerale/Diet Fanta Orange/Zero Fanta Strawberry/Pineapple Grape Pibb Xtra/Zero	$1.25	30%
10 Oz Minute Maid Juice	Minute Maid Orange and Apple	$2.00	30%
20 Oz Sport Drink	PowerAde/Zero	$2.25	30%
300 ml Water	Dasani	$1.00	30%

Booster/Special Event

Package	Product	Price per Case
12 Oz Can SSD & Still	Coke Classic/Zero Diet Coke Sprite/Zero Cherry Coke/Zero Fuze Tea Minute Maid Lemonade/Pink Lemonade Mellow Yello/zero Barq/Diet Seagram's Gingerale/Diet Fanta Orange/Zero Fanta Strawberry/Pineapple Grape Pibb Xtra/Zero	$11.45
12 Oz PET Dasani	Dasani	$10.23
12 Oz Powerade	Powerade/Powerade Zero	$16.26
20 Oz SSD & Still	Coke Classic/Zero Diet Coke Sprite/Zero Cherry Coke/zero Fuze Tea Minute Maid Lemonade Mello Yello/Zero Barq Seagram's Gingerale Fanta Orange/Zero Fanta Strawberry/pineapple Grape Pibb Xtra	$24.28
20 Oz Dasani	Dasani	$15.25
20 Oz Powerade	Powerade/Powerade Zero	$23.28
15.2 Juice to Go	Minute Maid Orange Juice and Apple	$26.22
.5 L Dasani	Dasani	$12.28
10 Oz Juice to Go	Minute Maid Orange Juice and Apple	$18.62
20 Oz Vitamin Water	Vitamin Water/Zero	$29.63
16 Oz Monster	Variety	$41.36
Honest Kids	6.75 Oz Pouch	$16.64
Dunkin Donuts RTD	Dunkin Donuts Variety	$42.72
12 Oz Body Amor	Body Armor/Lyte	$22.52

Pricing are per standard physical case, as specified by Coke Florida (generally 24 count). Brand variety is subject to change due to availability.

Donations and Sponsorships

Sponsorship/Exclusivity Funding	$2,500 – Extension Term
Marketing Funds	Five (5) Side Line PowerAde Kits per High School Annually
Complimentary Product Allowance	$1,000 value – Extension Term (Donations to Include 12 oz cans and .5L Dasani)
Commission Rate: 30% Commissions to be paid quarterly on cash collected minus any applicable taxes, deposits, handling fees and recycling fees.	
Annual Funding Projection (Exclusivity Premiums, Donated Product & Commission) **$57,933.00**	

Contact:

Mark Rickabaugh
Customer Service: (844) 863-2653
Cell: (941) 321-9292
Email: marickabaugh@cocacolaflorida.com

Todd Frampton
Territory General Manager
(352) 206-2385
tframpton@cocacolaflorida.com

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Vending Machine Commissions

Account Name: General Fund/School Internal Funds/ Miscellaneous Revenue/Commissions

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100/80100	3000/3495	0000	Various	6230/90100	

Amount $ 27,131.50

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved $

Budget: Prior Year Actual $ $53,676.00

Revenue:

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 12. 25-2503 8/27/2024

Title and Board Action Requested

Approve the renewal of the piggyback of Pinellas County Schools, Bid #21-380-2138: Milk, Dairy & Juice Products awarded to M&B Products and authorize the purchase of an estimated $1,600,000.00.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for the renewal of the piggybacking of Pinellas County Schools, Bid #21-380-2138: Milk, Dairy & Juice Products, awarded to M&B Products, for an estimated annual expenditure of $1,600,000.00. Milk, juice and dairy products will be delivered by M&B to the school sites bi-weekly. These are products that are used to meet component requirements within the National School Lunch, School Breakfast, After School Snack and After School Nutrition (Supper) Programs at each site. HCSB Bid #22-380-13 PB RN has been assigned for internal tracking purposes.

My Contact

Holly Longo
Director Food and Nutrition Services
352-797-7028 x409

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: August 27, 2024

Bid No. 22-380-13 PB RN **Bid Title:** Milk, Dairy & Juice Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☒Piggyback Cooperative			

Bid Contract Period: 08/27/2024 through 07/31/2025 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☒ Firm, Fixed Unit Prices	☐ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
1		1	

Rationale/Reason: Piggyback the renewal of Pinellas County Schools, Bid #21-380-238, Milk, Dairy & Juice Products, awarded to M&B Products. Hernando County School District Bid #22-380-13 PB RN has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website: n/a	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Holly Longo
Director of Food & Nutrition

Department(s): Food & Nutrition

Recommended award, description of items and prices: (See attached)

T/C CODE: 2213

Deliver milk, dairy products, and individual juice portions to approximately 23 district facilities, county wide. Milk pricing will fluctuate based upon changes in The Federal Marketing Order (FMO). The total price will be comprised of the FMO cost, plus the vendor's firm fixed fee. The vendor's fixed fees and all other dairy products and juice pricing will remain firm for the contract period.

M&B Products, Inc. (V-10598)

Group A – Firm fixed Fees on Milk with Fluctuating Prices Cost

Item Description	Brand/Product Code	Vendor Units Per Case	Dealers Firm Fixed Fee
Milk, White, 1% Low Fat, Half Pint Paper Carton	COOL COW / 1408	56/case	$0.1253/half pint
Milk, Chocolate Flavored, Fat-Free, Half Pint Paper Carton	COOL COW / 1414	56/case	$ 0.1328/half pint
Milk, White, Skim, Half Pint Paper Carton	COOL COW / 1410	56/case	$ 0.1237/half pint
Milk, White, Lactose Free, Fat Free, Half Pint Paper Carton	COOL COW / 1449	56/case	$ 0.1698/half pint
Milk, White, 1% Low Fat, Plastic Gallon	COOL COW / 1708	6/case	$ 2.27/ gallon
Milk, Strawberry Flavored, Fat Free, Half Pint Echo Park Carton	COOL COW / 1418	56/case	$ 0.1464/half pint

Group B – Firm Fixed Prices on Other Dairy Products

Item Description	Brand/Product Code	Vendor Units per Case	Firm Unit Prices
Yogurt, Fat Free, Vanilla	COOL COW / 6610	6/case	$ 3.6856/64 oz. tub
Yogurt, Fruit Flavored, Low Fat or Non-Fat, 4 Ounce Cup	COOL COW / 6600 (STRAWBERRY) COOL COW / 6602 (VANILLA)	96/case	$ 0.3080/4 oz. cup

Group C – Firm Fixed Prices for Non-Dairy Products

Item Description	Brand/Product Code	Vendor Units per Case	Firm Unit Prices
Juice, Apple, 6 Ounce	MR. J / 2850	64/case	$ 0.2092/6 oz. carton
Juice Tropical Blend, 6 Ounce	MR. J / 2350	64/case	$ 0.2125/6 oz. carton
Juice, Grape Blend, 6 Ounce	MR. J / 2650	64/case	$ 0.2498/6 oz. carton
Juice, Grape Blend, 4 Ounce	MR. J / 2640	96/case	$ 0.1936/4 oz. carton
Juice, Apple, 4 Ounce	MR. J / 2840	96/case	$ 0.1622/4 oz. carton
Juice, Tropical Blend, 4 Ounce	MR. J /2340	96/case	$ 0.1649/4 oz. carton
Juice, Orange, 4 Ounce	MR. J / 2070	96/case	$ 0.2329/4 oz. carton

Limited Time Offer Juice Products

Item Description	Brand/Product Code	Vendor Units per Case	Firm Unit Prices
Juice, Peach, 4 Ounce	COOL COW / 2942	70/case	$ 0.1738/4 oz. carton
Juice, Apple - Cherry, 4 Ounce	COOL COW / 3042	70/case	$ 0.1738/4 oz. carton
Juice, Green Apple, 4 Ounce	COOL COW / 3142	70/case	$ 0.1738/4 oz. carton
Juice, Strawberry-Kiwi, 4 Ounce	COOL COW / 3242	70/case	$ 0.1738/4 oz. carton
Juice, Tropical Island Splash, 4 Ounce	COOL COW / 3542	70/case	$ 0.1738/4 oz. carton

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Food Services

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4110E	7600	5700	9002	00100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 8,775,000.00	$	$	$ 8,775,000.00	$ 1,600,000.00	$ 8,175,000.00

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 1,500,000.00
Prior Year Actual Spent: $ 1,048,880.32

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 13. 25-2504 8/27/2024

Title and Board Action Requested

Award the Contract for Construction Manager Services for Remodeling Buildings 4 & 6 for Eastside Elementary School, to Wharton-Smith, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract, and authorize the purchase of $30,000.00 in pre-construction services, using Impact Fees.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board Award the Contract for Construction Manager Services for Remodeling Buildings 4 & 6 for Eastside Elementary School, to Wharton-Smith, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract and authorize the contract for $3,000,000.00 using Impact Fees.

At this time, we request approval of the purchase of $30,000.00 in pre-construction services.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty-seventh day of August in the year Two-thousand Twenty-four
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Construction Manager:
(Name, legal status, address, and other information)

Wharton-Smith, Inc.
4912 West LaSalle St.
Tampa, FL 33607

for the following Project:
(Name, location, and detailed description)

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602
Remodeling of existing office and cafeteria to contain new front entrance, new offices, ESE rooms, clinic, multi-purpose rooms etc. to meet SREF requirements to support new classroom building and campus expansion

The Architect:
(Name, legal status, address, and other information)

Harvard Jolly, Inc.
5201 West Kennedy Blvd.
Suite 515
Tampa, FL 33609

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Remodeling of existing office and cafeteria to contain new front entrance, new offices, ESE rooms, clinic, multi-purpose rooms etc. to meet SREF requirements to support new classroom building and campus expansion

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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Owner's TOTAL Construction Budget: $ 3,000,000.00
Less Preconstruction Phase Services: $30,000.00
Guaranteed Maximum Price Budget: $2,970,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

Upon owner occupancy of new cafeteria building – Target date January 2026

.3 Substantial Completion date or dates:

TBD as negotiated in GMP Amendment – Initial target date August 1, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phasing shall be as stipulated in the Construction Documents

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Construction Manager shall plan the Work to avoid disruption of school activities, teaching and learning. The Construction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule. This contract is being awarded under the District's Continuing CM RFQ# 9009-234-2301

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Ragan
8016 Mobley Road
Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Owner's Fire Official and Building Official

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD if required

.2 Civil Engineer:

TBD as a sub-consultant to Architect

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Steve Johnson, AIA, ALEP
Executive Vice President
2714 Dr MLK Jr Street N
St Petersburg, FL 33704
p. 727.896.4611 m. 727.244.5929

s.johnson@harvardjolly.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Johnny Santos
4912 W. LaSalle Street
Tampa, FL 33607

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including: A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package; B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise

§ 1.1.15 Other Initial Information on which this Agreement is based:

Construction Manager may be required to procure (or allow owner to procure) materials by means of the Owner's Direct Purchase Program or Owner's Pre-Purchase Program. Any materials procured by these methods, in which the Construction Manager includes in the Cost of The Work, shall be treated in the same manner as materials purchased directly by the Construction Manager. Scheduling & accepting delivery, storage, installation, returns and warranties remain the responsibility of the Construction Manager and nothing in this Article shall alter any other conditions of this contract.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

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ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

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Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

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§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the

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Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed $ 30,000.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
1.Preconstruction Executive	1.$120.58 / per hour
2.Preconstruction Manager	2.108.02 / per hour
3.Sr. Project Assistant	3.$64.00 / per hour
4.Scheduler	4.$100.60 / per hour
5.Operations Director	5.$129.70 / per hour
6.Project Manager	6.$108.02 / per hour
7.General Superintendent	7.$115.75 / per hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2 % Two Percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

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§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

$25,000 - $100,000	10.00% - 9.50%	$600,000 - $750,000	6.50% - 5.50%	$3.0M - $4.0M	4.50% - 4.25%
$100,000 - $200,000	9.50% - 9.00%	$750,000 - $1.0M	5.50% - 5.25%		
$200,000 - $300,000	9.00% - 8.00%	$1.0M - $1.5M	5.25% - 5.00%		
$300,000 - $400,000	8.00% - 7.00%	$1.5M - $2.0M	5.00% - 4.75%		
$400,000 - $600,000	7.00% - 6.50%	$2.0M - $3.0M	4.75% - 4.50%		

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2. Construction Manager's fee shall include the actual cost of items & equipment that are directly purchased by owner but installed by Construction Manager

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontactor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Five-hundred dollars ($500) per calendar day

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Construction Manager's overhead and profit for increases in the cost of Work performed by its own forces shall be limited to ten percent (10%) of the cost of the self-performed Work

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason

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to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

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§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-Five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions and Construction Manager's fee are not subject to retainage

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall not be reduced prior to Substantial Completion of the entire Work

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % Two-percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

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§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero Dollars ($0.00)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000) for each occurrence and Two-million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One-million dollars ($ 1,000,000) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five-hundred thousand dollars ($ 500,000) per claim and Five-hundred thousand dollars ($ 500,000) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 14.5 Other provisions:

The Owner shall pay for the Building Permit and inspections conducted by the Building Official and Fire Official. The Construction Manager shall apply for the Building Permit via the Owner's application process and shall schedule and coordinate all inspections. Any permits, fees, licenses and inspections by other government agencies shall be included in the Cost of The Work. This shall Article shall amend Article 3.7.1 of the AIA A201-2017 General Conditions of the Contract for Construction

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	2019	5
Insurance and Bonds	Exhibit 'B'	2019	7
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	2022	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	2015
HCSB Construction Manager Guidelines	Exhibit 'F'	08-14-2023	25

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Hernando County School District Construction Manager Guidelines (Exhibit F)
AIA A201-2017 General Conditions of the Contract for Construction

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User Notes:

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

CHIEF OPERATING OFFICER - COMMERCIAL

(Printed name and title)

DARIN A. CRAFTON

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Additions and Deletions Report for

AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Twenty-seventh day of August in the year Two-thousand Twenty-four

...

(Name, legal status, address, and other information)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

...

Wharton-Smith, Inc.
4912 West LaSalle St.
Tampa, FL 33607

...

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602
Remodeling of existing office and cafeteria to contain new front entrance, new offices, ESE rooms, clinic, multi-purpose rooms etc. to meet SREF requirements to support new classroom building and campus expansion

...

(Name, legal status, address, and other information)

Harvard Jolly, Inc.
5201 West Kennedy Blvd.
Suite 515
Tampa, FL 33609

PAGE 2

Remodeling of existing office and cafeteria to contain new front entrance, new offices, ESE rooms, clinic, multi-purpose rooms etc. to meet SREF requirements to support new classroom building and campus expansion

PAGE 3

Owner's TOTAL Construction Budget:	$ 3,000,000.00
Less Preconstruction Phase Services:	$30,000.00
Guaranteed Maximum Price Budget:	$2,970,000.00

...

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TBD

...

Upon owner occupancy of new cafeteria building – Target date January 2026

...

TBD as negotiated in GMP Amendment – Initial target date August 1, 2026

...

Phasing shall be as stipulated in the Construction Documents

...

N/A

...

Construction Manager shall plan the Work to avoid disruption of school activities, teaching and learning. The Construction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule. This contract is being awarded under the District's Continuing CM RFQ# 9009-234-2301

...

Brian Ragan
8016 Mobley Road
Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us
PAGE 4

Owner's Fire Official and Building Official

...

TBD if required

...

TBD as a sub-consultant to Architect

...

TBD

...

Steve Johnson, AIA, ALEP
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...

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The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including: A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package; B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise

...

Construction Manager may be required to procure (or allow owner to procure) materials by means of the Owner's Direct Purchase Program or Owner's Pre-Purchase Program. Any materials procured by these methods, in which the Construction Manager includes in the Cost of The Work, shall be treated in the same manner as materials purchased directly by the Construction Manager. Scheduling & accepting delivery, storage, installation, returns and warranties remain the responsibility of the Construction Manager and nothing in this Article shall alter any other conditions of this contract.
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Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed $ 30,000.00

...

1.Preconstruction Executive	1.$120.58 / per hour
2.Preconstruction Manager	2.108.02 / per hour
3.Sr. Project Assistant	3.$64.00 / per hour
4.Scheduler	4.$100.60 / per hour
5.Operations Director	5.$129.70 / per hour
6.Project Manager	6.$108.02 / per hour
7.General Superintendent	7.$115.75 / per hour

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

2 % Two Percent
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$25,000 - $100,000	10.00% - 9.50%	$600,000 - $750,000	6.50% - 5.50%	$3.0M - $4.0M	4.50% - 4.25%
$100,000 - $200,000	9.50% - 9.00%	$750,000 - $1.0M	5.50% - 5.25%		
$200,000 - $300,000	9.00% - 8.00%	$1.0M - $1.5M	5.25% - 5.00%		
$300,000 - $400,000	8.00% - 7.00%	$1.5M - $2.0M	5.00% - 4.75%		
$400,000 - $600,000	7.00% - 6.50%	$2.0M - $3.0M	4.75% - 4.50%		

...

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2. Construction Manager's fee shall include the actual cost of items & equipment that are directly purchased by owner but installed by Construction Manager

...

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontactor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

...

Five-hundred dollars ($500) per calendar day

...

Construction Manager's overhead and profit for increases in the cost of Work performed by its own forces shall be limited to ten percent (10%) of the cost of the self-performed Work

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Period shall end on the 25th day of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-Five (25) days after the Architect receives the Application for Payment.

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Five percent (5%)

...

General Conditions and Construction Manager's fee are not subject to retainage

...

Retainage shall not be reduced prior to Substantial Completion of the entire Work

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Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment

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...

2 % Two-percent

...

[X] Litigation in a court of competent jurisdiction

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Zero Dollars ($0.00)

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000) for each occurrence and Two-million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One-million dollars ($ 1,000,000) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five-hundred thousand dollars ($ 500,000) per claim and Five-hundred thousand dollars ($ 500,000) in the aggregate.

...

Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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The Owner shall pay for the Building Permit and inspections conducted by the Building Official and Fire Official. The Construction Manager shall apply for the Building Permit via the Owner's application process and shall schedule and coordinate all inspections. Any permits, fees, licenses and inspections by other government agencies shall be included in the Cost of The Work. This shall Article shall amend Article 3.7.1 of the AIA A201-2017 General Conditions of the Contract for Construction

...

[X] Supplementary and other Conditions of the Contract:

...

AIA-A133 GMP Amendment	Exhibit 'A'	2019	5
Insurance and Bonds	Exhibit 'B'	2019	7

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HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	2022	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	2015
HCSB Construction Manager Guidelines	Exhibit 'F'	08-14-2023	25

...

Hernando County School District Construction Manager Guidelines (Exhibit F)
AIA A201-2017 General Conditions of the Contract for Construction

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AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602

THE OWNER:
(Name, legal status and address)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

THE ARCHITECT:
(Name, legal status and address)

Harvard Jolly, Inc.
5201 West Kennedy Blvd.
Suite 515
Tampa, FL 33609

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

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whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

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procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602

...

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

...

Harvard Jolly, Inc.
5201 West Kennedy Blvd.
Suite 515
Tampa, FL 33609

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:39 ET on 08/06/2024 under Order No. 3104238935 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-seventh day of August in the year Two-thousand Twenty-four
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602

THE OWNER:
(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Wharton-Smith, Inc.
4912 West LaSalle St.
Tampa, FL 33607

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars ($ 1,000,000.00) each occurrence, Two-million dollars ($ 2,000,000.00

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) general aggregate, and Two-million dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five-hundred thousand dollars ($ 500,000) per claim and Five-hundred thousand dollars ($ 500,000) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim

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and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit B

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-seventh day of August in the year Two-thousand Twenty-four

...

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road, Brooksville, FL 34602

...

(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

...

Wharton-Smith, Inc.
4912 West LaSalle St.
Tampa, FL 33607

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§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars ($ 1,000,000.00) each occurrence, Two-million dollars ($ 2,000,000.00) general aggregate, and Two-million dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five-hundred thousand dollars ($ 500,000) per claim and Five-hundred thousand dollars ($ 500,000) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

PAGE 6

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

...

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

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Payment Bond	100% of Guaranteed Maximum Price
	100% of Guaranteed Maximum Price

...

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

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A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
    a. General Aggregate $2,000,000
    b. Products – Completed Operations Aggregate $2,000,000
    c. Each Occurrence $1,000,000
    d. Personal Injury $1,000,000

2. The following coverages shall be included in the CGL:
    a. Per project general aggregate (CG 25 03 or similar)
    b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
    c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
    d. A waiver of Subrogation in favor of all Additional Insured parties.
    e. Personal Injury Liability
    f. Contractual Liability coverage to support indemnification obligation per Article 53.I
    g. Explosion, collapse and underground (xcu)

3. The following exclusionary endorsements are prohibited in the CGL policy:
    a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    c. If applicable to the Work to be performed: Residential or multi-family
    d. If applicable to the Work to be performed: Exterior insulation finish systems
    e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
    a. Combined Single Limit (each accident): $1,000,000

    b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding $10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

    a. Each occurrence $5,000,000
    b. Aggregate $5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

    a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
    b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).
    c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
    a. Pollution Liability policy must include contractual liability coverage.
    b. Hernando County School Board must be included as additional insureds on the policy.
    c. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;

4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:

    a. Before commencing the Work on any individual project having a Contract Sum of $200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
        i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
        ii. The project number assigned by the Owner
        iii. The bond number assigned by the surety
        iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement

    b. The amount of the bond shall equal the full amount of the Contract Sum.

    c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: Darin A. Crafton
Title: Chief Operating Officer - Commercial
Date: 8/6/2024

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

Signature of Officer/Agent authorized

Darin A. Crafton
Print Name

Wharton-Smith, Inc.
Company Name

750 Monroe Road
Business Address

Sanford, FL 32771
City, State, Zip Code

SECTION II

Approved as to form
Nancy McClain Alfonso
General Counsel, HCSB

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

Revised: 04/23/20

EXHIBIT F
CONSTRUCTION MANAGER STANDARD SPECIFICATIONS

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

HERNANDO COUNTY SCHOOL DISTRICT 8016 MOBLEY RD. BROOKSVILLE, FL 134601

SECTION 00 43 20 – CONSTRUCTION MANAGER'S SUBCONTRACT BID PROCEDURE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing the subcontractor bidding process.

1. The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including:
   a. Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package
   b. Obtaining prior **written** approval from the Owner for any Work that the CM proposes to self-perform.
   c. Soliciting competitive bids on all biddable scopes of Work.
   d. Obtaining a minimum of three (3) bids for each bid package, unless specifically exempted in the CM Agreement.
   e. Delaying the opening of bids for any bid package until three (3) or more bids are received, unless directed otherwise by the Owner.

B. Related Requirements:

1. Section 00 43 30 "GMP Submittal" for procedures governing itemization and breakdown of scopes of work.

1.3 PROPOSED BIDDERS LIST

A. Prior to soliciting bids, the Construction Manager shall submit a list of proposed bidders to the Owner and Architect/Engineer. The list must be approved prior to distribution of the Bid Documents to the proposed bidders. Once approved, the list may be modified only with the written consent of the Owner and Architect/Engineer.

1.4 INSTRUCTIONS TO BIDDERS

A. The Construction Manager's Instructions to Bidders shall specify the level of breakdown that the low bidder must provide prior to award of contract. At a minimum, the bid must be broken down into materials and labor, as well as into line items corresponding with the GMP Breakdown.

B. The Construction Manager shall include in the Instructions to Bidders a complete listing of plans & specifications. Construction Manager shall distribute the complete set of plans, specifications and addenda to all subcontract bidders. The subcontractor's bids shall include the listing of plans/specifications/addenda along with a signed statement acknowledging receipt of all listed documents. The bid shall also acknowledge receipt of all addenda and supplemental instructions at the time of the bid.

1.5 BID OPENING

A. The Owner and Architect must be **invited (at least 48 hours in advance)** to attend each bid opening. Bid openings for all trades should be conducted at the same time and date unless extenuating circumstances exist.

B. All sub-contractor bids must be submitted to the Construction Manager in a sealed envelope, unless specifically exempted in the CM Agreement. Bids from subcontractors who are not listed on the Proposed Bidder List must not be opened, unless authorized by the Owner. Electronic bid submission & opening is acceptable if prior written approval is given by the Owner and provisions are made for the Design Professional and Owner to observe the opening.

C. All bidding subcontractors are to list their proposed sub-subcontractor(s) in their bid proposal.

1.6 EVALUATION AND AWARD

A. The Construction Manager is to evaluate the bids and then submit results for the Owner and Architect/Engineer to review. For each bid package, submit the following documents in a single *.pdf* file:

1. *Recommendation Letter* – Provide a cover letter which summarizes the scope of work and the recommended bid, including the subcontractor and total amount requested. This amount must match the amount shown on the GMP breakdown.

2. *Bid Scoping Spreadsheet* – This shall be in the format shown in the attached Sample Bid Spreadsheet, no exceptions. The recommended bidder shall be listed first.

3. *Subcontractor Bids* – Attach the recommended bid first, followed by all remaining bids.
   a. Mark each page of each bid in the upper right hand corner to indicate the bidder's name.
   b. Attach a written statement from invited bidders who declined to bid.
   c. Any adjustments to the subcontractor bids made during the bid scoping process must be itemized on the Bid Scoping Spreadsheet and substantiated with a written statement from the bidder attached to their original bid.

d. In the event multiple bidders excluded scope from their bid, each bidder **must** be given an opportunity to quote the additional work. This opportunity must be given to the bidder in writing.

4. *Instructions to Bidders* – Include any addenda and informal instructions provided to prospective bidders. Attach any documents issued to prospective bidders which were NOT included with the drawings and specifications as issued by the Architect/Engineer. **Include signed statement from each bidder per Section 1.4 B**

B. The Architect/Engineer will review the submitted documents for compliance with the requirements of the Drawings and Specifications and then issue to the Owner a written recommendation to either accept or reject the Construction Manager's recommendation for award.

C. The Owner will then review the Architect's/Engineer's recommendation for final approval.

1.7 ISSUANCE OF SUBCONTRACTS

A. The Construction Manager shall issue subcontracts for the exact amount approved by the Owner, no exceptions. Any subsequent adjustments to subcontracts must be itemized for the Owner's review on the Schedule of Values and noted as an "After-Bid Adjustment" or "Sub-Change Order."

B. Provide Owner with a copy of all executed subcontracts prior to the first pay application.

1.8 CLOSEOUT

A. Upon Final Completion, the Construction Manager shall submit to the Owner a tabulation of the final contract amounts for all awarded subcontracts, including subcontractor change orders and adjustments to allowances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

ATTACHMENTS:

1. Sample Bid Scoping Spreadsheet

SAMPLE BID SPREADSHEET

Bid Package: Gypsum Board	**Bidder 1 [name]**	**Bidder 2 [name]**	**Bidder 3 [name]**	**Bidder 4 [name]**
Furnish/Install Gypsum Board as specified	$384,494[1]	$390,000[1]	$401,333[1]	$420,890[1]
Cold formed metal framing	Yes	Yes	Yes	Yes
Building insulation	Yes	Yes	Yes	Yes
Furring and lathing	Yes	Yes	Yes	Yes
Portland cement plaster	Yes	Yes	Yes	Yes
Gypsum wallboard systems	Yes	Yes	Yes	Yes
Install frames	$12,000[2]	Yes	Yes	Yes
MR gypsum board	Yes	Yes	Yes	Yes
Gyp board column wrapping	Yes	Yes	Yes	Yes
Rated wall assemblies	Yes	Yes	Yes	Yes
Acoustical sealants	Yes	Yes	Yes	Yes
Level 4 finish	Yes	Yes	Yes	Yes
Install access panels	Yes	$4,100[2]	Yes	Yes
Operation/Maint manuals	Yes	Yes	Yes	Yes
Bonds	Yes	Yes	Yes	Yes
Total to GMP	**$396,494[3]**	$394,100	$401,333	$420,890

[1] must match the base bid shown on the attached original bid proposal forms from each bidder
[2] must be documented and attached
[3] this amount to match the amount being requested on the attached approval letter
[4] this amount to match amount shown on GMP breakdown or last approved cost estimate

SECTION 00 43 30 –COST ESTIMATING, GMP SUBMITTAL AND SCHEDULE OF VALUES

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

4.2 SUMMARY

A. Section includes administrative and procedural requirements governing Cost Estimating, GMP Submittal and Schedule of Values

1. To set Owner expectations and provide guidance for cost estimates, Guaranteed Maximum Price submissions and the project's Schedule of Values

B. Related Requirements:

1. Section 00 43 20 "Construction Manager's Subcontract Bid Procedure" for procedures governing Construction Manager's bidding.

4.3 COST ESTIMATING

Schematic Design, Design Development, and 60% Construction Document Cost Estimates
Cost estimates are to be submitted in the attached format. Extraordinary costs, such as offsite work, are to be included within the appropriate line item so that a total project cost is shown on the TOTAL line. Extraordinary costs are also to be itemized separately at the end of the form.

The CM is expected to take applicable codes, statutes, SREF and HCSD standards into account when estimating costs as part of Preconstruction Services, in addition to the information provided on the design documents.

Provide the level of detail that is appropriate at each design phase.

The CM is expected to work with the Design Professional and simultaneously present a budget at the time each phase of the design documents are delivered to the Owner for review. The CM shall have a representative present at all Design Owner-Architect-Contractor (OAC) meetings which will typically be held bi-weekly.

Pre-construction Services are further addressed in the AIA Contract. The CM shall also provide documentation of the expenses for Pre-Construction Services and shall only bill for the actual costs incurred. This amount shall not exceed the amount listed in the Contract without prior written approval by the Director of Facilities and Construction.

4.4 GUARANTEED MAXIMUM PRICE (GMP)

The GMP is to be provided to the HCSD Project Manager and Design Professional in the format established in the CM Agreement and below. The CM is to submit one original signed copy and one signed digital copy for review by the HCSD Project Manager and Design Professional. After review and approval by both the HCSD Project Manager and Design Professional the CM will execute the AIA GMP Amendment, which shall be prepared by the Director of Facilities & Construction or his designee. The GMP document will be referenced in the GMP Amendment. The GMP Amendment will be placed on a Board agenda for approval. Upon Board approval of the GMP Amendment the Board Chair will execute the amendment. **The Owner may elect to conduct a pre-audit of the GMP using a third party auditor.**

The CM will be given a copy of the HCSD Board meeting schedule (with agenda due dates) by the HCSD Project Manager. The CM shall submit the final GMP to the Owner in ample time, prior to the agenda due date, to allow review by the Design Professional, Auditor and HCSD personnel. This shall be two weeks at a minimum or longer if requested by the District.

The cost breakdown in the attached format is to be included with the GMP Amendment. Extraordinary costs, such as offsite work, are to be included within the appropriate line item so that the TOTAL line represents the total guaranteed maximum cost. Extraordinary costs are also to be itemized separately at the end of the form.

The format included herein is intended to capture the actual subcontract values. The CM is required to modify the attached format as needed to reflect the bid packages for the specific project. For example, if Plaster and Gypsum Board are bid as a single package, show these together in one section on the GMP cost breakdown.

Line items may be added and deleted as needed for the specific project scope. Delete line items that don't apply to the project instead of marking them "not applicable".

The format included herein represents the expected minimum level of detail for the GMP breakdown. Where a line item does apply to a specific project, they may not be combined with other lines. For example, do not enter "included in amount above" or similar language on any line item.

The CM is expected to gather this information with the bids.

GMP Amendment exhibits are invalid and will be rejected in cases where they are not consistent with the requirements of the construction documents or the conditions of the CM Agreement.

Exhibit 1: List of Drawings and Specifications: Provide a list of each drawing, specification section and addendum on which the GMP is based, including the date of each document. The Design Professional is specifically required to review and approve Exhibit 1.

Exhibit 2: Alternates: Prior to preparation of the GMP, acceptable alternates will be incorporated into the base scope of the project by addendum. Exhibit 2 is to list the final status of each alternate.

Exhibit 3: Allowances: Allowances are not to be included in the Guaranteed Maximum Price breakdown unless the cost of the work cannot be accurately estimated due to concealed conditions. Allowances are to include the cost for all work that can be reasonably anticipated. **Allowances must be specifically approved in writing by the Owner and Design Professional prior to submittal of the GMP**.

Exhibit 4: Schedule of Values: GMP cost breakdown. See additional information in this standard related to the required format.

Exhibit 5: List of Itemized General Conditions: CM's proposed staffing and general conditions cost is to be approved prior to submittal of the GMP. **Lump sum General Conditions will not be allowed without prior written approval of the Director of Facilities & Construction**.

Exhibit 6: Completion Schedule: Provide a detailed critical path schedule ending on the contract completion date, as well as milestone events and phases scheduled to complete earlier.

Pay Applications

HCSD will make payment in accordance with the AIA contract and Florida Statutes. Processing begins when the correct and complete pay application is received. The pay application is to be certified and sealed by the Design Professional. **Submit all original pay applications and invoices to the attention of Tiffany Parnell in the Facilities & Construction office copying the HCSD Project Manager.** Delivery to any other office will delay processing**.**

Facilities & Construction cannot correct minor math errors in order to expedite processing. Corrections must be made by the GC/CM and re-certified by the Design Professional if they deem necessary.

CM/GC Projects – unapproved or pending change orders and Owner Contingency Authorizations are not to be listed on the pay application. Pending changes are not to be recorded on the pay application until executed by the Owner and Design Professional.

CM/GC Projects - Expenditures from the Owner Contingency account are to be itemized and the amounts are to be cross referenced as shown on the attached sample. These expenditures must be approved in advance by the Owner & Design Professional, using the HCSD Owner's Contingency Authorization form.

CM Projects - The Schedule of Values is to be formatted in accordance with the attached Sample.

CM Projects - Submit 1 digital copy to HCSD, with complete back-up documentation in the form of receipts, invoices, subcontractor pay applications, etc., for **every** expenditure with the exception of fee and general conditions. Ensure that the Design Professional has a complete copy (either paper or electronic) in case questions arise during processing.

CM Projects - General Conditions shall be invoiced based on percent complete of the project.

CM Projects - Back up documentation is to be attached in the same order as listed on the Schedule of Values and clearly marked with the line item to which it pertains.

CM Projects - Invoices for reimbursable expenses are to be itemized and sub-totaled for each category on a summary sheet and included in the back-up.

CM Projects – Subcontractor change orders for Owner direct-purchased materials are to be recorded on the Schedule of Values on the pay application or an attached spreadsheet following issuance of the purchase order.

CM Projects - Sub-change orders for direct purchased materials are to be invoiced (credited) in the "this period" column at the same percentage as the percent complete of the overall subcontract to avoid the possibility of overpaying on the lines that include both materials and labor. See attached sample.

CM Projects - Expenditures from the CM Contingency are to be itemized and cross-referenced to the affected subcontract(s).

CM Projects - All expenditures are subject to audit, in accordance with the CM Agreement. General Conditions expenditures will be reviewed at the completion of the project by District staff or District provided third party auditor or CPA. **Owner reserves the right to conduct a pre-audit of the GMP by a third party auditor prior to Board approval.**

ATTACHMENTS:
Cost Estimate / GMP Breakdown format
Schedule of Values sample format

[Phase ____ COST ESTIMATE] [GMP BREAKDOWN]
School Name
Date
[note: see instructions on page 1]

General:	
General Conditions Allowance	
CM Fee [enter amount shown in CM Agreement]	
CM Payment and Performance Bond cost	
CM Contingency	
Owner Contingency	
Reimbursable expenses listed as follows:	
Document Reproduction	
Safety Equipment	
Waste Disposal (dumpsters)	
Temporary sanitation	
Other (list):	
Subtotal Reimbursable Items:	
Total General Items	
Sitework:	
Mobilization, Engineering, Submittals	
Construction water and sanitary	
Site Clearing	
Earthwork	
Asphalt Pavement incl striping	
Traffic Signage	

Potable Water Distribution	
Natural Gas (site)	
Sanitary	
Stormwater	
Fire Suppression (site)	
Erosion Control	
Other: (list)	
Total Sitework Subcontract:	[enter amount to be awarded]
Surveying	
Surveying (breakdown as needed)	
Total Surveying Subcontract:	[enter amount to be awarded]
Material Testing	
[enter lists of required tests]	
Total Material Testing Subcontract:	[enter amount to be awarded]
Landscaping and Irrigation	
Plant Materials	
Sod	
Irrigation	
Irrigation well	
Mulch	
Total Landscaping Subcontract:	[enter amount to be awarded]

Termite Treatment	
Termite Treatment (breakdown as needed)	
Total Termite Treatment Subcontract:	[enter amount to be awarded]
Fencing	
Temporary Fencing	
Temporary Gates	
Permanent Chain Link Fencing:	
[enter breakdown of fence types]	
PE Backstops	
Decorative Fencing and gate hardware (list separately if bid separately)	
Total Fencing Subcontract:	[enter amount to be awarded]
Concrete:	
Mobilization, Engineering, Submittals	
Foundations	
Tie Beams	
Columns	
Stairs and ramps	
Slabs on grade	
Playcourts	
Covered Walkway Foundations and Sidewalk	
Misc Site Concrete (other sidewalks, bike storage, equipment pads)	
Other (list)	

Total Concrete Subcontract:	[enter amount to be awarded]
Hollowcore	
Mobilization, Engineering, Submittals	
Hollowcore	
Total Hollowcore Subcontract:	[enter amount to be awarded]
Tilt Wall	
Mobilization, Engineering, Submittals	
Tilt Wall (provide breakdown as needed)	
Total Tilt Wall Subcontract:	[enter amount to be awarded]
Unit Masonry	
Mobilization, Engineering, Submittals	
CMU	
Waterproofing	
Insulation	
Veneer Masonry	
Total Masonry Subcontract:	[enter amount to be awarded]
Structural Steel	
Mobilization, Engineering, Submittals	
Anchor bolts and embeds	
Fabrication	
Erection	
Misc steel (ladders, etc., list)	
Other (list):	
Total Structural Steel Subcontract:	[enter amount to be awarded]
Railings, Decorative Metals	
Mobilization, Engineering, Submittals	
Railings	
Sun control devices	
Other (list):	
Total Metals Subcontract:	[enter amount to be awarded]
Roofing:	
Mobilization, Engineering, Submittals	
Lightweight Concrete	
Insulation	
Roofing	
Sheet Metal	
Total Roofing Subcontract:	[enter amount to be awarded]
Thermal and Moisture Protection:	
Insulation	
Sealants (breakdown as needed)	
Elevator Pit waterproofing	
Fluid Applied Air / Water Barrier	
Other (list):	

Total Thermal and Moisture Protection Subcontract:	[enter amount to be awarded]
Doors, Frames, Hardware (material):	
HM Doors	
Wood Doors	
Frames	
Finish Hardware	
Total Doors, Frames, Hardware Material Subcontract:	[enter amount to be awarded]
Coiling Doors (material)	
Coiling Doors and Hardware	
Total Coiling Doors Subcontract:	[enter amount to be awarded]
Doors, Frames, Hardware (installation):	
HM Doors	
Wood Doors	
Coiling Doors	
Finish Hardware	
Total Doors, Frames, Hardware Material Subcontract:	[enter amount to be awarded]
Windows and Storefront:	
Submittals	
Windows	
Misc Glass	
Other (list):	
Total Windows and Storefront Subcontract:	[enter amount to be awarded]

Framing and Gypsum Board	
Mobilization, Engineering, Submittals	
Exterior Framing and Sheathing	
Interior Framing, Gypsum Board	
Other (list):	
Total Framing and Gypsum Board Subcontract:	[enter amount to be awarded]
Plaster and Stucco	
Mobilization, Engineering, Submittals	
Lath	
Plaster and Stucco	
Scaffolding	
Other (list):	
Total Plaster and Stucco Subcontract:	[enter amount to be awarded]
Acoustical Ceilings	
Grid	
Panels	
Other (list):	
Total Acoustical Ceilings Subcontract:	[enter amount to be awarded]
Flooring - Resilient	

Floor Prep	
Carpet	
Vinyl Tile	
Waxing	
Stair accessories	
Vinyl Base	
Protection of finished floor	
Other (list):	
Total Resilient Flooring Subcontract:	[enter amount to be awarded]
Final Clean	
Final Cleaning	
Floor Waxing	
Other (list):	
Total Final Cleaning Subcontract:	[enter amount to be awarded]
Tile	
Surface Prep	
Ceramic Floor Tile	
Ceramic Wall Tile	
Quarry Tile	
Window Sills, floor transitions and Accessories	
Protection of finished floor	
Other (list):	
Total Tile Subcontract:	[enter amount to be awarded]

Painting	
Interior Walls	
Interior Ceilings	
Interior floor sealer and coatings	
Interior Exposed Structure	
Exterior Walls and Columns	
Exterior Soffits	
Traffic Toppings	
Door Frames	
Playcourt Striping	
Other (list):	
Total Painting Subcontract:	[enter amount to be awarded]
Miscellaneous Specialties (group by subcontract):	
Markerboards and Tackboards	
Exterior Louvers	
Lockers	
Fire Extinguishers and Cabinets	
Toilet Partitions and toilet accessories	
Misc (flagpole, bike racks, etc., list)	
Clocks	
PE and Athletic equip (list, ie baskeball goals, scoreboards, etc)	
Other (list)	
Total Miscellaneous Specialties Subcontract:	[enter amount to be awarded]
Signage:	
Signage	
Total Signage Subcontract:	[enter amount to be awarded]
Residential Appliances:	
Residential Appliances	
Total Residential Appliance Subcontract:	[enter amount to be awarded]
Kitchen Equipment:	
Kitchen Equipment	
Cooler / Freezer	
Exhaust Hood	
Fire Suppression System	
Metal Fabrications	
Total Kitchen Equipment Subcontract:	[enter amount to be awarded]
Library Shelving:	
Library Shelving	
Total Library Shelving Subcontract:	[enter amount to be awarded]
Stage Curtains:	
Stage Curtains	
Total Stage Curtains Subcontract:	[enter amount to be awarded]

Pre-Engineered Walkway Canopy:	
Engineering, Submittals, Mobilization	
Walkway Canopy	
Total Walkway Canopy Subcontract:	[enter amount to be awarded]
Casework:	
Casework	
Total Casework Subcontract:	[enter amount to be awarded]
Lab Equipment:	
Service Islands	
Student Tables	
Fume Hood	
Emergency Shower/eyewash	
Other (list):	
Total Lab Equipment Subcontract:	[enter amount to be awarded]
Window Treatment	
Vertical Blinds	
Total Window Treatment Subcontract:	[enter amount to be awarded]
Motorized Projection Screens:	
Projection Screens	
Total Projection Screens Subcontract:	[enter amount to be awarded]
Elevator	
Elevator	
Elevator Finishes	
12 Month Preventative Maintenance	
Total Elevator Subcontract:	[enter amount to be awarded]
Mechanical	
Engineering, Submittals, Mobilization	
HVAC Equipment	
Ductwork	
Underground Chilled Water Piping	
Above Ground Chilled Water Piping	
Controls	
Other (list)	
Total Mechanical Subcontract:	[enter amount to be awarded]
Test and Balance	
Test and Balance	
Total Test and Balance Subcontract:	[enter amount to be awarded]
Plumbing	
Natural Gas (within building)	
Fixtures	
Water	
Sanitary	

Storm	
Grease	
Condensate	
Insulation	
Total Plumbing Subcontract:	[enter amount to be awarded]
Fire Protection	
Engineering, Submittals, Mobilization	
Fire Protection	
Total Fire Protection Subcontract:	[enter amount to be awarded]
Electrical	
Temporary Construction Power and Lighting	
Power	
Lighting	
Site Lighting	
Other (specify)	
Stage sound and lighting system	
Total Electrical Subcontract:	[enter amount to be awarded]
Low Voltage Systems	
Security	
Voice/Data	
Fire Alarm	
Intercom	
AV System	
Total Low Voltage Systems Subcontract:	[enter amount to be awarded]
Total GMP:	

Extraordinary Costs included above

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 1 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
1	**GENERAL CONDITIONS**	154,222.00							
2	**CM FEE**	57,000							
3	**REIMBURSABLE ITEMS**								
	1) Payment and Performance Bond	16,800.00							
	2) Dumpsters	1,500.00							
	Transfer from line 2.5	200.00							
	3) Portable toilets	$3,000.00							
	4) Job site office	$10,000.00							
	5) Printing	10,000.00							
	Transfer to line 2.2	-200.00							
4	**SITEWORK: $31,000 [SUBCONTRACTOR NAME]**								
	1) Site Clearing	7,000.00							
	2) Earthwork	10,000.00							
	3) Potable water	1,000.00							
	4) Sanitary System	13,000.00							
	Sub CO#1 – OCA 01 - additional clearing	4,000.00							
	Sub CO#2 – Owner Direct Purchase credit	-5,000.00							
	Sub CO#3 – re-grade damaged areas – xfer from line 5	700.00							
	Revised contract value:	$30,700							

Typical: amounts must match GMP

Typical: list the reimbursable amounts in the same order, same description, and same starting value as listed in the GMP, and itemize adjustments as shown

Typical: starting value to match the amount approved on the Planning and Construction database

Typical: total must match the amount in column B

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 2 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
5	**LANDSCAPE $7,000.00 [SUBCONTRACTOR NAME]**								
	1) Plant Materials	6,000.00							
	2) Irrigation	1,000.00							
	Sub CO#1 – Owner Direct Purchase Credit	-200.00							
	Sub CO#2 – backcharge for regrading – xfer to line 4	-700.00							
	Revised contract value:	**$6,100.00**							
6	**CONCRETE: $95,000.00 [SUBCONTRACTOR NAME]**								
	1) Foundation	20,000.00	15,000.00	5,000.00		15,000.00	100%	0.00	1,500.00
	2) Reinforcing Steel	14,000.00	14,000.00			14,000.00	100%	0.00	1,400.00
	3) Cast-in-place concrete	21,000.00	10,000.00			10,000.00	48%	11,000.00	1,000.00
	4) Form Work	21,000.00	21,000.00			21,000.00	100%	0.00	2,100.00
	5) Playcourt expansion	15,000.00		10,000.00		10,000.00	67%	5,000.00	1,000.00
	6) Sidewalks	4,000.00					0%	4,000.00	
	Sub CO#1 - Owner Direct Purchase credit	-30,000.00				(20,700.00)	69%	(9,300.00)	(2,070.00)
	Sub CO#2 – replace broken sidewalk – xfer from CM cont	800.00					0%	800.00	
	Revised contract value:	**$64,200.00**							
7	**MASONRY: $188,000.00 [SUBCONTRACTOR NAME]**								
	1) CMU inc. insulation	28,000.00							
	2) CMU reinforcing steel	10,000.00							
	3) Brick masonry	150,000.00							
	Sub CO#1 – Owner Direct Purchase credit	-50,000.00							
	Revised contract value:	**138,000.00**							

Typical: backcharge subcontractors where appropriate

Typical: percent complete for direct purchase credit must equal or exceed the percent complete of the work, where material and labor costs are combined in the line items of the breakdown

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 3 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
8	**STEEL $121,000.00 [SUBCONTRACTOR NAME]**								
	1) Elevated Floor & Roof Framing	10,000.00							
	2) Steel Joists	12,000.00							
	3) Steel Columns	33,000.00							
	4) Steel Beams	66,000.00							
	Sub CO#1 – Owner Direct Purchase credit	-50,000.00							
	Revised contract value:	**71,000.00**							
9	**CARPENTRY: $12,000 [SUBCONTRACTOR NAME]**								
	Rough Carpentry, misc	12,000.00							
	Sub CO#1 – additional blocking – xfer from buyout	300.00	← Typical: itemize all adjustments and note funding source						
	Revised contract value:	**12,300.00**							
10	**ROOFING $46,000.00 [SUBCONTRACTOR NAME]**								
	1) Insulation	10,000.00							
	2) Built Up Roofing	34,000.00							
	3) Preformed Metal Roofing	2,000.00							
	Sub CO#1 – OCA 02 – repair existing roof drains	1,000.00							
	Sub CO#2 – Owner Direct Purchase credit	-10,300.00							
	Revised contract value	**36,700.00**							
11	**DOORS, FRAMES & HRDWE $19,600 [SUBCONTRACTOR NAME]**								
	1) Hollow Metal Frames	5,000.00							
	2) Wood Doors	2,000.00							

	3) Finish Hardware	10,000.00							
	4) Door Installation	2,600.00							
	Sub CO#1 – Owner Direct Purchase credit	-10,000.00							
	Revised contract value:	**9,600.00**							
AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 4 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**PREVIOUS APPLICATION**	**THIS PERIOD**	**MATERIAL STORED THIS PERIOD**	**COMPLETE & STORED TO DATE**	**%**	**BALANCE TO FINISH**	**RETAINAGE**
12	**FLOORING $15,000.00 [SUBCONTRACTOR NAME]**								
	1) Hard Tile	4,000.00							
	2) VCT	11,000.00							
	Revised contract value:	**15,000.00**							
13	**GYP BOARD & FRAMING – 140,000.00 [SUBCONTRACTOR NAME]**								
	1) Gyp Board Systems	100,000.00							
	2) Metal Framing & Gyp boards	40,000.00							
	Sub CO#1 - Owner Direct Purchase credit	-40,000.00							
	Revised contract value:	**100,000.00**							
14	**ACOUSTICAL CEILINGS $7,800.00 [SUBCONTRACTOR NAME]**								
	1) Acoustical Ceilings	7,800.00							
	Revised contract value:	**7,800.00**							
15	**PLASTER & STUCCO $104,000.00 [SUBCONTRACTOR NAME]**								
	1) Stucco	100,000.00							
	2) Plaster Ceilings	4,000.00							
	Sub CO#1 – Owner Direct Purchase credit	-3,000.00							
	Revised contract value:	**101,000.00**							

16	**PAINTING $31,000.00 [SUBCONTRACTOR NAME]**								
	1) Exterior Painting	14,000.00							
	2) Interior Painting	17,000.00							
	Sub CO#1 - caulk exterior expansion joints – xfer from buyout	1,000.00							
	Revised contract value:	**32,000.00**							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 5 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
17	**CABINETRY $35,000.00 [SUBCONTRACTOR NAME]**								
	1) Cabinets	35,000.00							
	Sub CO#1 – repair damage – xfer from line #21	900.00							
	Revised contract value:	**35,900.00**							
18	**MARKERBOARDS $6,800.00 [SUBCONTRACTOR NAME]**								
	1) Marker boards	6,800.00							
	Sub CO#1 – Owner Direct Purchase credit	-1,000.00							
	Revised contract value:	**5,800.00**							
19	**SPECIALTIES: $5,000.00 [SUBCONTRACTOR NAME]**								
	1) All Specialties	4,700.00							
	Sub CO#1 – overtime work – xfer from CM contingency	200.00							
	Revised contract value:	4,900.00							
20	**SPRAYED FIRE RESISTIVE $14,000.00 [SUBCONTRACTOR NAME]**								
	1) Sprayed fire proofing	14,000.00							
	Sub CO#1 - patch beams – xfer from CM contingency	2,000.00							
	Revised contract value:	**16,000.00**							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 6 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
21	**HVAC: $98,000.00 [SUBCONTRACTOR NAME]**								
	1) HVAC equipment	53,000.00							
	2) Ductwork	31,000.00							
	3) Piping	1,000.00							
	4) Controls	13,000.00							
	Sub CO#1 - Owner Direct Purchase credit	-7,000.00							
	Sub CO#2 - repair damage to cabinetry – xfer to line #17	-900.00							
	Revised contract value:	**90,100.00**							
22	**ELECTRICAL: $99,000.00 [SUBCONTRACTOR NAME]**								
	1) Power	40,000.00							
	2) Lighting	30,000.00							
	3) Security	4,000.00							
	4) Data/telephones	6,000.00							
	5) Fire alarm	6,000.00							
	6) Intercommunications	13,000.00							
	Sub CO#1 - repair fixtures at kitchen – xfer from CM cont	1,800.00							
	Sub CO#2 – Owner Direct Purchase credit	-10,000.00							
	Revised contract value:	**90,800.00**							
23	**PLUMBING $34,000.00 [SUBCONTRACTOR NAME]**								
	1) Plumbing	34,000.00							
	Revised contract value:	**34,000.00**							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 7 of 7	Pay App #
A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
24	**Owner Contingency $70,000.00**								
	OCA #1 – additional site clearing – to line 4	-4,000.00							
	OCA #2 – repair roof drains – to line 10	-1,000.00							
	Current Contingency Balance:	**65,000.00**							
25	**C.M. Contingency $70,000.00**								
	Transfer to Line 6 – repair broken sidewalk	-800.00							
	Transfer to Line 19 - overtime expense	-200.00							
	Transfer to Line 20 – patch beams	-2,000.00							
	Transfer to Line 22 – repair fixtures	-1,800.00							
	C.M. Contingency Balance:	$65,200.00							
26	**GMP dollars remaining (buyout balance)**	**21,939.00**							
27	Change Order #1 – Owner Direct Purchase Initial Credit	**-300,000.00**							
	Amounts recorded above as subcontractor change orders	203,500.00							
28	**TOTAL**	000.00							

List only OCAs that have been executed by the Owner, and indicate cross reference to the subcontract where the funds were transferred

This amount represents uncommitted funds. It is the sum of all amounts that are not included in Owner-Approved subcontracts, reimbursable lines, Owner and CM contingencies, CM fee, general conditions, bonds, and approved allowances. Transfers out of the buyout are not to be itemized. Balance diminishes as subcontracts are awarded.

Reconcile direct purchase adjustments shown under individual subcontracts here, to avoid duplication in the total below

This amount is to match the **current contract value** shown on the certification page

END OF SECTION 00 43 30

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Eastside Elementary Pre-Construction CM services for remodeling of Buildings 4 & 6

Account Number: 3960E (Fund) | 7400 (Function) | 6800 (Object) | 0171 (Cost Center) | C1800 (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 30,000.00	$ 0.00	$ 0.00	$ 30,000.00	$ 30,000.00	$ 0.00

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Amount $

Funding Source:

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget:

Prior Year Actual Spent:

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 14. 25-2505 8/27/2024

Title and Board Action Requested

Approve the Purchase of Curriculum and Certification Exams from Certification Partners, LLC and Issuance of Purchase Orders Not to Exceed $60,000.00

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of online curriculum and industry certification assessment materials. The materials will be used to prepare middle and high school students for industry certification exams. Florida Statute 1003.4203 requires school districts make CAPE industry certification materials available to students. This is a current expenditure of $41,800.00 and they anticipate the possibility of spending up to $60,000.00 due to additional possible testing purchases needed. Certification Partners is the supplier and publisher of this proprietary and copyrighted material.

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 474
lastra_b@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Certification PARTNERS

Quote

Date 7/30/2024
Quote # 14757

Expires 10/28/2024
Subsidiary CP US
Ship Via Electronic Delivery

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85281

Bill To
Purchasing Department
School Board of Hernando County
919 North Broad Street
Brooksville FL 34601

Ship To
Purchasing Department
School Board of Hernando County
919 North Broad Street
Brooksville FL 34601

Item	Qty	Description	Rate	Amount
NCKITITBUNECU2208	520	ICT - Essentials Bundle Student Course, Prep and Exam (Online Delivery CRN: ICT-10-Course-Test-Student)	40.00	20,800.00
NCKITITCOMECU2208	90	ICT - Communications Essentials Student Course, Prep and Exam (Online Delivery CRN: ICT-Communications-Course-Test-Student)	15.00	1,350.00
NCKITITCYEECU2208	550	ICT - Cybersecurity Essentials Student Course, Prep and Exam (Online Delivery CRN: ICT-Cybersecurity-Course-Test-Student)	15.00	8,250.00
NCL01ITCIEECU2007	210	ICT - Digital Citizenship and Ethics Student Guide with Prep and exam v1.0	15.00	3,150.00
NCL01ITFUNDCU1908	230	ICT - Fundamentals Student Guide with Prep and exam v1.0	15.00	3,450.00
NCKITITMUEECU2208	170	ICT - Multimedia Essentials Student Course, Prep and Exam (Online Delivery CRN: ICT-Multimedia-Course-Test-Student)	15.00	2,550.00
NCKITITSPEECU2208	60	ICT - Spreadsheets Essentials Student Course, Prep and Exam (Online Delivery CRN: ICT-Spreadsheet-Course-Test-Student)	15.00	900.00
NCKITITWOPECU2208	90	ICT - Word Processing Essentials Student Course, Prep and Final Exam (Online Delivery CRN: ICT-Word-Processing-Course-Test-Student)	15.00	1,350.00

Certification
PARTNERS

Quote

Date 7/30/2024
Quote # 14757

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85281

Item	Qty	Description	Rate	Amount

Subtotal	41,800.00
Shipping Cost (Electronic Delivery)	0.00
Total	$41,800.00

Credit card payments will be charged a 3% transaction fee.
Return Policy - Unused license may be returned for a full refund within 30 days of the invoice date. Academic Partners will have 60 days from invoice date. Unused licenses returned between 31- 60 days from the invoice date may be subject to a 10% restocking fee

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Vo Tech Ed Technology Rentals/Supplies CTE Industry Certifications

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	5300	3690/5190	Various	13300	Various

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 0.00	$ 60,000.00	$ 0.00	$ 60,000.00	$ 60,000.00	$ 0.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ○

Prior Year Approved Budget: $ 55,450.00
Prior Year Actual Spent: $ 55,450.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 15. 25-2506 8/27/2024

Title and Board Action Requested
Approve the renewal Bid #21-645-17 RN: Printing/Specialty Papers & Envelopes for Central Printing Services, awarded to Mac Papers, LLC and authorize the purchase of products for an estimated annual spending of $55,000.00.

Executive Summary
The Director of Purchasing and Warehousing, on behalf of the Superintendent of Schools, hereby requests the Board Approve the renewal Bid #21-645-17 RN: Printing/Specialty Papers & Envelopes for Central Printing Services for the purchase of specialty paper items for the Print Shop and authorize the spending for an estimated annual spending of $55,000.00.

My Contact
Genele Firlik
Manager of Warehouse, Property Control, Printing & Records
Phone: (352) 797-7061

Christopher Reckner
Director of Purchasing & Warehousing
Phone: (352) 797-7060

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
The cost for this agenda item is $50,000.00, see attached budget sheet. The cost for the previous fiscal year was $47,175.46.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: August 27, 2024

Bid No. 21-645-17 RN

Bid Title: Printing/Specialty Papers & Envelopes for Central Printing Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Piggyback Cooperative			

Bid Contract Period: 08/25/2024 through 08/24/2025 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining ☐ Length of Each Term (month) ☐ Length of Each Term (year) ☒ None

Rationale/Reason:

Bidders Electronically Downloaded From Bidnet Direct Website: n/a | **Bids Received:** | **No Bids:** | **Late Bids:** | **Rejected Bids:** | **N/A – Bids Not Required:** Renewal

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Genele Firlik
Manager of Warehouse,
Property Control, Printing & Records

Department(s): School Distribution Center

Recommended award, description of items and prices: (See attached)

T/C CODE: 2117

MAC Papers, LLC (V-12315)

Section I: Bond Offset and Cover Stock					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
1.	1000	**CERTIFICATE BOND** 8.5" x 11", 24# White	068550-8.5 x 11, 24# Captial Bond, Lt. Cockle	5000	$55.66
2.	1000	**ACCENT OPAQUE DIGITAL** 11" X 17" 80# White, International – 068613 Accent Opaque cover	068613-17 x 11, 80# Accent Opaque Cover	1000	$102.46
3.	1000	**CLASSIC LINEN COVER**, 8.5 x 11, 80#, Avon White	060900-8.5 x 11, 80# CL. Linen Avon White	2000	$133.16
4.	500	**CLASSIC LINEN COVER**, 18 x 12, 80#, Avon White	064775-18 x 12, 80#, CL Linen Avon White	500	$404.80
5.	2000	**CLASSIC LINEN COVER**, 11 x 17, 80#, Monterey Sand	044410-35 x 23, 80#, Classic Linen Monterey Sand	2000	$411.13
6.	500	**VELVET COVER**, 11 x 17, White, 100#, MacGregor Plus or Equal	N64743-17 x 11, 100# Blazer Digital Satin Cover	500	$102.46
7.	750	**GLOSS COVER**, 11 x 17, White, 80#, Blazer Digital or Equal	N64740-17 x 11, 80# Blazer Digital Gloss Cover	750	$93.61
8.	1500	**GLOSS TEXT**, 11 x 17, White, 80#, Blazer Digital or Equal	N64730-11 x 17, 80# Blazer Digital Gloss Text	1500	$55.66
9.	2000	**ROYAL SUNDANCE COVER**, 8.5 x 11, 80#, Thyme (250 Sheets Per Ream)	069087-8.5 x 11, 80# Royal Sundance Fiber Thyme	2000	$113.85
10.	500	**ROYAL SUNDANCE COVER** 044517 – 500/carton, 23" x 35" 80# Thyme	044517-35 x 23, 80# Royal Sundance Thyme	500	$936.10
11.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, White, 67 #	063096-11 x 17, 67# Springhill Vellum Bristol, White	1000	$70.84
12.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Yellow, 67 #	063166-11 x 17, 67# Springhill Vellum Bristol, Yellow	1000	$73.37
13.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Blue, 67 #	063099-11 x 17, 67# Springhill Vellum Bristol, Blue	1000	$73.37
14.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Pink, 67 #	063102-11 x 17, 67# Springhill Vellum Bristol, Pink	1000	$73.37
15.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Green, 67 #	063098-11 x 17, 67# Springhill Vellum Bristol, Green	1000	$73.37
16.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Orange, 67 #	064038-11 x 17, 65# Neenah, Astrobright Cosmic Orange	1000	$126.50
17.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Tan 67#	065240-11 x 17, 67# Exact VB Tan	1000	$74.65

Section I: Bond Offset and Cover Stock - *CONTINUED*					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
18.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Purple 65#	064409--11 x 17,65# Astrobright cover Planetary Purple	1000	$126.50
19.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Blue 65#	064421--11 x 17,65# Astrobright cover Lunar Blue	1000	$126.50
20.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Sunburst/Bright Yellow 65#	064469--11 x 17,65# Astrobright cover Sunburst yellow	1000	$126.50
21.	n/a	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Aqua 65#	N/A	N/A	NO BID
22.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Pink 65#	N64458--11 x 17, 65 Astrobright cover Pulsar Pink	1000	$126.50
23.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Bright Green 65#	064438--11 x 17, 65# Astrobright cover Terra Green	1000	$126.50
24.	2000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Eclipse Black 80#	046744-23 x 35 80# Astrobright cover Eclipse Black	500	$1,265.00
25.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Goldenrod 67#	063097, 11 X 17, 67# Springhill Goldenrod	1000	$73.37
26.	1000	**PAPER, VELLUM BRISTOL, COVER**, 11 x 17, Cream/Manila 67#	063101-11 x 17,67# Springhill VB Cream	1000	$73.37
27.	500	**PAPER, VELLUM BRISTOL, COVER**, 23 x 35, Lavender 67#	072280--23 x 35,67# Exact VB Orchid	500	$442.75

Percentage Discount for Balance of Manufacturer's Line Items, Not Specifically Identified in Section(s) (Same Percentage Discount Applies, Regardless of Vendors Manufacturer's Products Referenced): NO BID

Section II: Parchments and Astrobrights					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
28.	2000	**ASTROPARCHE PARCHMENT,** 8.5 x 11, 65# Cover Blue, Wausau or Equal	067930-8.5 x 11, 65# Astroparche cover Blue	2000	$88.55
29.	2000	**ASTROPARCHE PARCHMENT,** 8.5 x 11, 65# Cover Natural, Wausau or Equal	067910-8.5 x 11, 65# Astroparche cover Natural	2000	$88.55
30.	2000	**ASTROPARCHE PARCHMENT,** 8.5 x 11, 65# Cover Aged, Wausau or Equal	067980-8.5 x 11, 65# Astroparche cover Aged	2000	$88.55
31.	2000	**ASTROPARCHE PARCHMENT,** 8.5 X 11, 65# Cover Ancient Gold, Wausau or Equal	067990-8.5 x 11, 65# Astroparche cover Ancient Gold	2000	$88.55
32.	2000	**ASTROPARCHE PARCHMENT,** 8.5 X 11, 65# Cover Gray, Wausau or Equal	067940-8.5 x 11,65# Astroparche cover Gray	2000	$88.55
33.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Re -Entry Red	046350-23 x 35, 65# Astrobright cover Re-Entry Red	500	$506.00
34.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Celestial Blue	046345-23 x 35, 65# Astrobright cover Celestial Blue	500	$506.00
35.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Vulcan Green		500	$506.00
36.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Terra Green		500	$506.00
37.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Planetary Purple		500	$506.00
38.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Venus Violet		500	$506.00
39.	n/a	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Neptune Blue		n/a	NO BID
40.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Orbit Orange		500	$506.00

Section II: Parchments and Astrobrights - *CONTINUED*					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
41.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Solar Yellow		500	$506.00
42.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Pulsar Pink		500	$506.00
43.	500	**ASTROBRIGHTS COVER SMOOTH**, 23 X 35, 65# Galaxy Gold	046300-23 x 35, 65# Astrobright cover Galaxy Gold	500	$506.00
44.	500	**ASTROPARCHE PARCHMENT TEXT,** 23 X 35, 60# Text Ancient Gold, Wausau or Equal	034300-23 x 35, 60# Astroparche text Ancient Gold	1500	$351.67
45.	750	**EARTHCHOICE COVER SMOOTH**, Cream, Tag 046145 – 23 x 35, 65#, Qty per Case 500	046145--23 x 35, 65# Earthchoice cover Cream	750	$379.50

Percentage Discount for Balance of Manufacturer's Line Items, Not Specifically Identified in Section(s) (Same Percentage Discount Applies, Regardless of Vendors Manufacturer's Products Referenced): NO BID

Section III: Gum Labels, Linens and Envelopes					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
46.	100	**PRESSURE-SENSITIVE OFFSET**, 8-1/2 x 11, White, 60 #, Fasson or Equal	092455-8.5 x 11 Starboard tack Uncoated label	1000	$270.20
47.	100	**PRESSURE-SENSITIVE OFFSET**, 8-1/2 x 11, Fluorescent Pink, 60 #, Fasson or Equal	092486-8.5 x 11 Starboard tack Fluorescent Pink	1000	$364.35
48.	1000	**PRESSURE-SENSITIVE OFFSET**, 8-1/2 x 11, Fluorescent Green, 60 #, Fasson or Equal	092478, 8.5 x 11 Starboard Tack Fluorescent Green	1000	$364.35
49.	100	**PRESSURE-SENSITIVE OFFSET**, 8-1/2 x 11, Fluorescent Yellow, 60 #, Fasson or Equal	092496-8.5 x 11 Starboard tack Solar Yellow	1000	$364.35
50.	100	**PRESSURE-SENSITIVE OFFSET**, 8-1/2 x 11, Fluorescent Orange, 60 #, Fasson or Equal	092480-8.5 x 11 Starboard tack Fluorescent Orange	1000	$364.35
51.	1000	**CLASSIC LINEN TEXT ENVELOPES**, A-2, 70# Avon White	080480-A-2 Classic Linen Avon white	1000	$171.00
52.	1000	**CLASSIC SMOOTH TEXT ENVELOPES**, A-2, 70# Avon White	088110-A-2 Classic Crest Avon White	1000	$171.00
53.	1000	**CLASSIC LINEN TEXT ENVELOPES**, A-2, 24# Monterey Sand	088700-A-2,70# Classic Linen Monterey Sand	1000	$177.10
54.	500	**CATALOG ENVELOPES,** 9" x 12", White Side Seal, Self-Adhere	087268-9 x 12, 28# Mac-a-Peel Catalog	500	$171.00
55.	500	**CATALOG ENVELOPES,** 10" x 13", White Side Seal, Self-Adhere	087278--10 x 13, 28# Mac-A-Peel Catalog envelope	500	$197.50
56.	2500	**ENVELOPES,** Plain Size # 10, White, 500/box, Signet Brand or Equal	083440--#10, 24# Mac regular envelope	2500	$31.00
57.	1000	**ANNOUNCEMENT ENVELOPES**, A-6, 28#, White, ENV FSC Mix 50% (PCW 10), Waverly Hall or Equal	087426--A-6, 70# White Waverly Hall envelope	1000	$96.15
58.	1000	**WINDOW ENVELOPES,** Left #10 – 083450, 2,500/carton, #10 Digimac only	#0, 24# Digimac Window envelopes	2500	$85.00

Percentage Discount for Balance of Manufacturer's Line Items, Not Specifically Identified in Section(s) (Same Percentage Discount Applies, Regardless of Vendors Manufacturer's Products Referenced): NO BID

Section IV: Carbonless Paper Stock					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
59.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 11 2-Part W/Y **Glatfelter Excel One Only**	051306-8.5 x 11 2-part reverse	5000	$39.20
60.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 14 2-Part W/Y **Glatfelter Excel One Only**	051349-8.5 x 14 2-part reverse	5000	$51.74
61.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 14 3-Part W/Y/P **Glatfelter Excel One Only**	051351-8.5 x 14 3-part Reverse	5000	$57.68
62.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 11 3-Part W/Y/P **Glatfelter Excel One Only**	051314-8.5 x 11 3-part Reverse	5000	$47.60
63.	5000	**CARBONLESS PRECOLLATED FORWARD** 8.5 x 11 3-Part W/Y/P **Glatfelter Excel One Only**	051316-8.5 x 11 3-part Forward	5000	$47.60
64.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 14 4-Part W/Y/P/Gold **Glatfelter Excel One Only**	051356-8.5 x 14 4-part reverse	5000	$62.72
65.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 11 4-Part W/Y/P/Gold **Glatfelter Excel One Only**	051325-8.5 x 11 4-part reverse	5000	$50.40
66.	5000	**CARBONLESS PRECOLLATED FORWARD** 8.5 x 11 4-Part W/Y/P/Gold **Glatfelter Excel One Only**	051357-8.5 x 11, 4-part forward	5000	$50.40
67.	5000	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 11 5-Part W/Y/P/Gold **Glatfelter Excel One Only**	051366-8.5 x 11 5-part reverse	5000	$63.84
68.	n/a	**CARBONLESS PRECOLLATED REVERSE** 8.5 x 11 5-Part W/Y/P/Gold **Glatfelter Excelerator Only**	n/a		NO BID
69.	5000	**CARBONLESS PRECOLLATED 3-PART FORWARD** 050823 – 8.5" X 14" Glatfelter **Glatfelter Excel One only.**	051352-8.5 x 14 3-part forward	5000	$57.68
70.	5000	**CARBONLESS PRECOLLATED 4-PART FORWARD** – 050862 8.5" x 11" Glatfelter **Glatfelter Excel One Only**.	051326-8.5 x 11 4-part forward	5000	$62.72
71.	1 Case	**NCR GLUE** 109890 – HAR fan apart (for carbonless padding)	109890-HAR fan apart glue gallons	4 Gallon/Case	$679.84/Case

Percentage Discount for Balance of Manufacturer's Line Items, Not Specifically Identified in Section(s)
(Same Percentage Discount Applies, Regardless of Vendors Manufacturer's Products Referenced): NO BID

Section V: Miscellaneous Stock					
Item No.	**Minimum Order**	**Item Description**	**Mfr. Brand Name & No of Product Bid**	**Quantity per Case**	**Cost/M**
72.	4000	**COLOR COPY PAPER** 8.5 X 11 28# Smooth Photo White, Hammermill or Equal	066221-8.5 x 11, 28# Hammermill Color Copy	4000	$36.30
73.	2000	**COLOR COPY PAPER** 11 X 17 32# Smooth Photo White, Hammermill or Equal	066230-11 x 17, 32# Hammermill Color copy	2000	$72.60
74.	4000	**COLOR COPY PAPER** 8.5 x 11, 32# Smooth, Photo White, Hammermill or Equal	066233-8.5 x 11, 32# Hammermill	4000	$49.10
75.	5000	**BOND BRIGHT WHITE** 8.5 X 11, 24# Cockle, Capital or Equal	068550-8.5x 11, 24# Capital Bond	5000	$58.00
76.	2000	**CLASSIC LINEN COVER** 8.5 X 11, 80# Avon White	060900-8.5 x 11, 80# Cl Linen Avon	2000	$139.00
77.	5000	**ROYAL FIBER WRITING** 8.5 X 11, 24# Smooth Gray	064575-8.5 x 11, 24# Royal Fiber Gray	5000	$45.00
78.	5000	**ROYAL FIBER WRITING**, 8.5 x 11, 24#, Monterey Sand	060760-8.5 x 11, 24# Cl. Linen Monterey Sand	5000	$46.20
79.	n/a	**ROYAL FIBER WRITING**, 8.5 x 11, 24#, Thyme	N/A	n/a	NO BID
80.	250	**KAN'T KOPY, VOID BLUE**, 8.5 x 11, 60#, 100 Sheets Per Pack	102000-8.5 x 11, 24# Kant Kopy	2500	$119.00

Percentage Discount for Balance of Manufacturer's Line Items, Not Specifically Identified in Section(s)
(Same Percentage Discount Applies, Regardless of Vendors Manufacturer's Products Referenced): NO BID

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Central Printing Services Supplies

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7700	5100	9525	40100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 80,000.00	$ 0.00	$ 0.00	$ 80,000.00	$ 55,000.00	$ 25,000.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ○

Prior Year Approved Budget: $ 50,000.00
Prior Year Actual Spent: $ 47,175.46

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 16. 25-2511 8/27/2024

Title and Board Action Requested

Approve the 2024-2025 School Resource Officer (SRO) Contract with the Hernando County Sheriff's Office in the Amount not to exceed $2,743,658.00 and Issue a Purchase Order in that Amount.

Executive Summary

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board Approve the School Resource Officer (SRO) Contract with the Hernando County Sheriff's Office for the 2024-2025 school year coverage as listed in Addendum B and issue a Purchase order in that amount .

My Contact

Brandon DeRespiris
352-797-7233
DeRespiris_b@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $ 2,743,658.00, see attached budget sheet. The cost for the previous fiscal year was $ 2,569,900.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Royal, Tammy

From: munis@hernandosheriff.org
Sent: Wednesday, June 29, 2022 4:00 PM
To: Royal, Tammy
Subject: Pending contract notification

You are being notified that:

User pmiller generated contract 22048 with a description of AGREEMENT FOR SCHOOL RESOURCE OFFICERS for department 3844 for 0.03.

Pending Action Approver: troyal
Approval Type: AMT

This is a Munis system generated message. Please do not reply to this unmonitored mailbox.

HCSO CONTRACT REVIEW SUMMARY

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

☒ CONTRACT ☐ AGREEMENT ☐ MOU ☐ OTHER

RECEIVED
MAY 31 2022

BUREAU:

☐ STAFF ☐ ADMINISTRATIVE SERVICES ☐ JUDICIAL ☒ LAW ENFORCEMENT

Contract/Agreement Title: School Resource Officers MUNIS Generated Contract #: 22048

Date Submitted: 06/01/2022 Submitted By (Originator): Lt. William Power

Contract/Agreement Term: 3 Years Start Date: 07/01/2022 End Date: **06/30/2025**

If this is NEW: Cost per Year: $_____ Revenue per Year: $_____

If this is a RENEWAL: Revenue per Year 2022-2023: $2,406,469 Revenue per Year 2023-2024: $2,569,900

Revenue per Year 2024-2025: $2,743,658 *Note: These are paid to the BOCC*

Increase or Decrease from Previous Year(s): See contract addendums for details

Change in content? ☒ **Yes** ☐ **No, there is no change in content**

If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.

Purpose: Provide SRO coverage at all public schools, one float deputy, one float corporal, two sergeants, and one lieutenant

Analysis (include budget impact, reason for changes): Updated in this contract is the added lieutenant position. In addition, the contract is for three (3) years, to include annual wage increases and updated percentage of the salary for the lieutenant position.

Authorized Signatory: ☒ Sheriff ☐ Sheriff's Designee ☒ Other HCSO Counsel

Purchase/Check Request attached? ☐ YES ☐ NO When approved, route to: _____

OUTSIDE ENTITY:

Entity: Hernando County School Board Point of Contact Name/Title: Jill Renihan

Best Contact (e-mail/phone/mail): 352-584-0833

Bureau Point of Contact:

Entered in MUNIS ✓ 5/27/22 TM Info entered on Spreadsheet Yes TM

Delivered to Tammy Royal ✓ 5/27/22 TM Signed copy sent to outside entity _____

Expiration date noted Yes

NOTE: For Grant applications, please use the GRANT REQUEST form

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into by and between the **School Board of Hernando County, Florida,** (herein referred to as the School Board) and the **Hernando County Sheriff's Office,** (herein referred to as the Sheriff's Office). The School Board and Sheriff's Office may collectively be referred to as the "Parties" from time to time in the agreement.

WHEREAS this agreement is to continue the School Resource Officer (SRO) Program in Hernando County Schools; and

WHEREAS the School Board and Sheriff's Office recognize the potential outstanding benefits associated with School Resource Officer ("SRO") program to the citizens of Hernando County, Florida and particularly to the students of the public school system of Hernando County, Florida; and

WHEREAS the School Board and Sheriff's Office desire to provide law enforcement services to the public schools of Hernando County, Florida, as provided for herein; and

WHEREAS the School Board and Sheriff's Office recognize that under this agreement, the parties are seeking to describe the general expectation for the level of service contemplated by this agreement, that a SRO will be on site at the identified schools during hours and/or that students are present at the school. In the event that staffing or personnel needs of the Sheriff's office materially reduce this level of service, the parties agree to negotiate a mechanism for adjustments. **WHEREAS** the School Board and Sheriff's Office recognize the benefits of a long-term agreement, relationship and collaborative efforts in providing trained deputy sheriffs to carry out the aims of this agreement.

WHEREAS the School Board and Sheriff's Office in signing this agreement and related exhibits or addendums covenant to bargain in good faith to maintain this contractual relationship and agree to continue to do so in the course of their dealings.

NOW, THEREFORE, the parties, intending to be legally bound to the terms of this agreement, stipulate and agree as follows:

ARTICLE I
RECITALS

Each of the recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, in these words.

ARTICLE II
APPOINTMENT AND DUTIES OF THE SRO

SRO Assignment. The Sheriff's Office will provide one regularly employed assigned deputy sheriff having the State of Florida basic SRO certification to serve as the School Resource Officer (SRO) at each school listed in **Exhibit A.** If the regularly assigned deputy does not have the aforementioned SRO certification upon commencement of this agreement, the Sheriff's Office will ensure that each regularly assigned deputy sheriff will use all reasonable efforts to attain SRO certification within 12 months of the commencement of this agreement.

Relief Factor. Two float SROs, in addition to individual school-assigned SROs as evidenced in Exhibit A, shall also be provided, subject to the same terms and conditions outlined herein, to act as relief should an SRO require leave from their assigned post. The positions, when possible, shall be staffed with senior SROs that shall be available to move among campuses, if not needed for relief, in an effort to mentor, interact with students and staff, or respond to schools if additional SRO presence is needed for any emergencies.

Exhibit A may be amended from time to time at the mutual consent of the parties to reflect necessary changes to Exhibit A; however, any such amendments must be in writing and signed by the parties or their respective designees. (For the purposes of this provision, the School Board authorizes the Superintendent to act as its designee.) Such amendments will be deemed an amendment to the Agreement when signed by both parties. Such amendment will not change any other term or condition of the Agreement.

Hours. Regular duty hours of School Resource Officer: Each SRO will be assigned to his/her school on a full-time basis of eight hours on those days that school is in session. The SRO may be temporarily reassigned during periods of an emergency upon mutual consent of the parties. The SRO will also participate in any pre-school or post-school activity that is appropriate and agreed upon by both parties. The parties agree that to the greatest extent possible all training and annual leave for assigned SRO officers will not be scheduled when school is in session. If SRO works more than 85 hours in a two-week pay period, due to late afternoon arrival of district transportation vehicles, he/she will be paid by the District at the additional duty rate of pay in hour increments for the number of whole and partial hours in quarter-hour increments beyond 85 hours. All requests for such additional pay will be presented to the Office of Safe Schools by the Sheriff or designee. Requests for such additional pay will be submitted during the two-week pay cycle which immediately follows the HCSO pay period in which the hours were accumulated.

Duties of the School Resource Officer. The duties of the SRO shall be as set forth herein and as specified in Section 1006.12 Florida Statutes. Any modifications to the duties of the SRO will be in writing after discussion between the Superintendent of the School Board, the Sheriff, or their respective designees.

The School Resource Officer shall:

1. Act as a resource in the area of law enforcement education at the request of the principal.

2. Advise faculty and staff concerning community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc.

3. Conduct criminal investigations of violation of law on School Board property where the SRO is assigned.

4. Advise the principal of any law enforcement activity occurring at the school prior to implementation when it is possible to do so without interfering with an ongoing investigation.

5. Make arrests and referrals of criminal law violators when appropriate. The principal will be made aware of any arrest, as it relates to the school.

6. Appear at State Attorney's Office investigations, depositions, trials and sentencing.

7. Provide counseling to students at the request of the Principal or designee.

8. Assist School Board in recovering School Board property in cooperation with other police agencies.

9. Wear the official SRO uniform at all times on school property. School resource officers will be armed in compliance with Sheriff's Office policies and procedures.

10. Perform such other duties as directed by the Sheriff's Office consistent with the SRO Program, State and Federal law, and the policies and procedures of the Hernando County Sheriff's Office and the Hernando County School Board.

11. Respond to campus situations that pose a threat to the immediate physical safety of school staff or students and/or the destruction of property. The SRO will be a part of a threat assessment team pursuant to Section 1006.07(7), F.S., and as otherwise required/provided by law.

12. Assist the principal in developing plans, strategies, and training for staff and students to prevent and/or minimize dangerous situations.

13. Provide coverage for school wide events (e.g., open house, back to school nights, etc.). Extracurricular events during non-school session hours (e.g., sporting events, fine arts performances, etc.) shall be compensated according to off-duty pay schedule.

14. Provide summer coverage for not more than five (5) sites throughout the district according to the summer schedule - not to exceed 8 weeks, Monday through Thursday, maximum of 8 hours per day.

15 Adhere to any other Florida Administrative Rules required.

The Sheriff or Designee shall:

1. Provide to the Hernando County School District School Safety Specialist, as soon as practicable, information regarding the circumstances of disciplinary investigation and/or termination of any SRO so that the School Safety Specialist can report the information to Florida Department of Education Office of Safe Schools as required by law.
2. Cooperate with the School District in support, utilization and training of District-employed Guardians.

Student Information. The School Board and the Sheriff agree, pursuant to 1002.221 (2)(c), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its online student information system program to each School Resource Officer for students at the school where the Officer is assigned.

ARTICLE III
POLICIES

The SROs shall be employees of the Sheriff's Office and shall be required to comply with all policies and General Directives of the Sheriff's Office. The SROs shall not be employees of the Board, but will comply with all School Board policies and procedures in all cases that do not conflict with law, Sheriff's Office policies, procedures or directives. In the event of any actual or perceived conflict, the individual will immediately bring the matter to the attention of his/her supervisor for resolution consistent with the terms of Article V of this agreement.

ARTICLE IV
PAYMENT AND PROVISION OF SRO

The Sheriff's Office will provide deputy sheriff staff in accordance with Exhibit A, which will be reviewed and/or updated annually to reflect changes to the school district makeup.

The School Board will come to an agreement with the Hernando County Board of County Commissioners as to an appropriate reimbursement of costs payable by the School Board, associated with the SRO program. The Board will directly disperse agreed upon funding to the Board of County Commissioners in accordance with the Board of County Commissioners regular accounts payable procedures. The Sheriff's Office will submit a budget request, each year, which includes all the necessary positions outlined in Exhibit A for each year of this agreement. Future amounts for years two, three, and four shall be paid quarterly and remitted to the Hernando County Board of County Commissioners in accordance with the Hernando Board of County Commissioners' regular accounts payable procedures pursuant to the Board of County Commissioners and Hernando County School Board reimbursement or contribution agreement for SRO services.

No pro-rations or refunds will be due when the SRO is absent from a school site for any leave authorized by the Sheriff's Office as a replacement deputy shall be provided, except as specifically provided herein in the Notice and Termination section of Article X.

For each two-week period in which a float position is vacant, the quarterly payment will be reduced by an amount commensurate with the average cost of the position.

ARTICLE V
RESOLUTION OF DISPUTES/QUESTIONS

The parties, their agents, and employees, will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School Superintendent and the Sheriff' or their respective designees.

ARTICLE VI
TERM

The term of this Agreement shall commence effective as of July 1, 2022 and continue through June 30, 2025. The Superintendent or their designee(s) is expressly authorized and empowered by the School Board to negotiate an expansion of the SRO agreement for this term and future terms of this agreement. Any subsequent increase in the annual cost of this agreement will be negotiated and documented through separate addenda to this agreement. The Superintendent or designee shall have authority on behalf of the School board to sign any monetary modifications pursuant to the terms of this agreement for years two and three of this agreement.

ARTICLE VII
EMERGENCY RESPONSE

School personnel requests for law enforcement response to an emergency situation when an SRO is off-duty should be made by calling 911. Response to requests for emergency assistance may or may not include the assigned SRO.

ARTICLE VIII
MATERIALS AND FACILITIES

The School Board shall provide to the SRO assigned to each school the following materials and facilities:

1. A private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.

2. A location for files and records that can be locked and secured.

3. A desk with drawers, a chair, filing cabinet, computer, computer access, and office supplies (i.e., paper, pencil, pens, etc.).

ARTICLE IX
PERFORMANCE REVIEW

The principal of each school, or designee, will complete an appraisal at least twice annually with the Sheriff's Office designee concerning the performance and services provided by the assigned SRO. Principal or designee will share appraisal with School Safety Specialist upon completion. School Safety Specialist will share appraisals with Sheriff's designee twice annually.

ARTICLE X
GENERAL

Authority. Nothing contained herein shall be construed to modify Section 1001.33, F.S. and the schools shall remain under the control of the principals, who under Section 1012.28, F.S., is responsible for supervision and management of school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures. The SRO shall not be unlawfully impeded while in the performance of statutory duties or while in the investigation or prevention of crime.

Sovereign Immunity. Neither Party waives sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with respect to any claim or action based on or occurring as a result of this agreement. Nothing in this Agreement shall be construed in any way to waive rights or defenses of the Sheriff's Office and the School Board under Section 768.28, F.S., as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Parties. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

Public Records Requirements. The parties acknowledge that this agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this agreement may be subject to the Public Records Act unless exempt under the Act or other controlling law, including but not limited to Section 1002.22 F.S., and 20 U.S.C. s. 1232g (FERPA) Notwithstanding any provision to the contrary within this Agreement and except only with regard to educational records to which it was granted access by another source, Sheriff shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, F.S.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records. The parties agree that there shall be no redisclosure of such information unless authorized by law or consented to by an eligible student or the student's parent/guardian.

The School Board must contact the Hernando Sheriff's Office Public Records Custodian with any questions regarding School Board's duties to provide public records of the Hernando Sheriff's Office relating to this contract. The Hernando Sheriff's Office Public Records Custodian contact information for this contract is:

Lana Erickson
Records Custodian
Alvin D. Neinhuis, Sheriff
18900 Cortez Blvd,
Brooksville, FL 34601

The Sheriff's Office must contact the Hernando County School Board Records Custodian with any questions regarding the Sheriff's Office's Duties to provide public records of the School Board related to this contract. The School Board's Public Record Custodian contact information for this contract is:

Karen Jordan
Public Information Officer
919 North Broad Street
Brooksville, FL 34601

Funding. Notwithstanding anything contained in the agreement to the contrary, this agreement is subject to funding availability and may be terminated if funding becomes unavailable. Each party shall make all reasonable efforts to provide adequate and reasonable advance written notice should to the extent a funding shortage becomes or is foreseeable.

Notice and Termination. The parties agree that this agreement may be terminated by either party upon one hundred, eighty (180) days advance written notice to the other party. Written notice shall be made via United States Certified Mail Return Receipt (green card, not electronic). In the event of such termination, services due under this agreement shall be provided, and all funds due for such services shall be paid through the effective date of termination. Notices shall be provided as follows:

In case of the Sheriff, to:

Hernando County Sheriff's Office:
Alvin D. Neinhuis, II, Sheriff
18900 Cortez Blvd,
Brooksville, FL 34601

In case of the School Board, to:

Hernando County School Board:
John Stratton, Superintendent
919 North Broad Street
Brooksville, FL 34601

With Copy to:
Dennis J. Alfonso, Esquire
McClain, Alfonso, P.A.
37908 Church Street
Dade City, FL 33526-0004

Non-Assignment. This agreement, and each and every covenant herein, shall not be capable of assignment by any of the parties hereto, unless the express written consent of the School Board the Sheriff's Office is obtained.

Governing Law. All questions, issues or disputes arising out of or under this agreement, shall be governed by the laws of the State of Florida and the venue of any litigation shall be Hernando County, Florida.

General. The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid but if any provision or term of this agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the agreement. If any action is commenced to construe or enforce the agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees incurred in enforcing any judgement entered herein. All disputes arising out of or in connection with the agreement shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

HERNANDO COUNTY
SHERIFF'S OFFICE

SIGNED BY: _____
ALVIN D. NIENHUIS, II
SHERIFF, HERNANDO COUNTY

DATE: 6/30/22

SCHOOL BOARD OF
HERNANDO COUNTY, FLORIDA

SIGNED BY: _____
GUS GUADANINO
SCHOOL BOARD CHAIR

DATE: 5/24/22

Approved as to Form
Nancy McClain Affonso
General Counsel, HCSB

Approved as to form and legality,
subject to execution.
SIGNED

BY: _____
MIKE PEACOCK
COUNSEL TO HERNANDO COUNTY
SHERIFF'S OFFICE

Approved as to form and legality,
subject to execution.
SIGNED

BY: _____
DENNIS J. ALFONSO, ESQ.
GENERAL COUNSEL TO SCHOOL BOARD

EXHIBIT A

School Resource Officer Assignments

- Two (2) SRO sergeants
- One Lieutenant*
- One (1) Float Deputy
- One (1) Corporal Float

One School Resource Officer assigned to each school listed below.

- Central High School
- Hernando High School
- Nature Coast High School
- Springstead High School
- Delores S. Parrott Middle School
- Explorer K8
- Fox Chapel Middle School
- Powell Middle School
- Challenger K8
- West Hernando Middle School
- Endeavor Academy
- Winding Waters K-8
- Brooksville Elementary
- Chocachatti Elementary
- Deltona Elementary
- Eastside Elementary
- J.D. Floyd Elementary
- Moton Elementary
- Pine Grove Elementary
- Spring Hill Elementary
- Suncoast Elementary
- Westside Elementary
- Weeki Wachee High School

The annual payment for schools funded by the Hernando County School Board from July 1, 2022 through June 30, 2023 of this Agreement shall be an amount not to exceed $2,406,469 (see Addendum A, and B for years Two and Three of the agreement) which sum shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of each year.

*Lieutenant's salary and benefits to be paid by the Hernando County School District at 50% for Year One, 75% for Year Two and 100% for Year Three of this agreement.

HERNANDO COUNTY SHERIFF'S OFFICE

Initialed by: _____

DATE: 6/30/22

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

Initialed by: _____

DATE: 5/24/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Addendum A

July 1, 2023– June 30, 2024

A sum not to exceed $2,569,900 which represents a five (5) percent increase in the total cost of the contract for SRO coverage (plus seventy-five percent (75%) of the assigned lieutenant's salary plus benefits) of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

HERNANDO COUNTY SHERIFF'S OFFICE

Initialed by: _____

DATE: 6/30/22

HERNANDO COUNTY SCHOOL BOARD

Initialed by: _____

DATE: 5/24/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Addendum B

July 1, 2024 – June 30, 2025

A sum of $2,743,658 which represents a five (5) percent increase in the total cost of the contract for SRO (plus one hundred percent (100%) of the assigned lieutenant's salary plus benefits) coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

HERNANDO COUNTY SHERIFF'S OFFICE

Initialed by: _____

DATE: 6/30/22

HERNANDO COUNTY SCHOOL BOARD

Initialed by: _____

DATE: 5/24/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Safe Schools Appropriation

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7900	3100	9551	53400	

Original Approved Budget (+/-)	Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 1,743,658.00	$ 0.00	$ 0.00	$ 1,743,658.00	$ 1,743,658.00	$ 0.00

Account Name: Safe Schools Voted Millage Safety

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1120	7900	3100	9551	00106	70040

Original Approved Budget (+/-)	Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 1,000,000.00	$ 0.00	$ 0.00	$ 1,000,000.00	$ 1,000,000.00	$ 0.00

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ⓧ
New for Current Year: ○

Prior Year Approved Budget: $2,569,900.00

Prior Year Actual Spent: $ 2,569,900.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 17. 25-2522 8/27/2024

Title and Board Action Requested

Approve and authorize the purchase of third-party before and after school care services, and applicable registration fees, by the YMCA of the Suncoast for twenty-five (25) qualifying McKinney-Vento students not to exceed $73,365.00.

Executive Summary

The Director of Federal Programs on behalf of the Assistant Superintendent of Teaching and Learning, hereby requests the Board approve the agreement with the YMCA of the Suncoast Before and After School Program for the purchase of twenty-five (25) student spots, including registration fees, for qualifying McKinney-Vento students. The Students and Families in Transition department, under the Florida's American Rescue Plan (ARP) - Homeless Children and Youth Project, will use these before and after school program services to adhere to the Provision of wraparound services to address the impact of COVID-19.

My Contact

Magen Schlechter
Director of Federal Programs
919 N. Broad Street
Brooksville, FL 34601
352-797-7000 ext. 295
schlechter_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

Florida's American Rescue Plan (ARP) - Homeless Children and Youth Project Funds - $73,365.00 (cost for the agenda item). See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

YMCA of The Suncoast

QUOTATION

1300 Mariner Blvd

Spring Hill, FL 34609

Phone: (352) 686-9622

DATE August 16, 2024

QUOTATION # 100

QUOTATION VALID UNTIL August 26, 2024

BILL TO

Hernando County School Board-Students and Families in Transition

919 N. Broad Street, Brooksville, FL 34601

(352) 797-7000 ext 410

DESCRIPTION		AMOUNT
Before and after school care for 42 weeks, for 25 students @ $67.00 per week each	1	$ 70,350.00
Registration fee @ $25.00 each	25	$ 625.00
	TOTAL	$ 70,975.00

NET 30

If you have any questions concerning this quotation, please reach out to Stephen Hutchinson
shutchinson@suncoastymca.org

THANK YOU FOR YOUR BUSINESS!

The School District of Hernando County, Florida
Federal Programs Department
919 N. Broad Street
Brooksville, FL 34601
Phone: (352) 797-7070
Fax: (352) 797-7139

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Superintendent: *Ray Pinder*
Board Chairperson: *Linda K. Prescott*
Vice Chairperson: *Susan Duval*
Board Members:
Gus Guadagnino
Mark Johnson
Shannon Rodriguez

8/16/2024

YMCA School Age Programs (Hernando)
1300 Mariner Blvd.
Spring Hill, FL 34609
Phone#: 352-686-9622

To Whom It May Concern:

This letter is to finalize the purchase that will be made *by* the *Students & Families in Transition Program* (Hernando County School District) for the 2024-2025 school year, as applicable to the ESSER ARP grant. The purchase will be executed as follows: the *Students & Families in Transition Program* will provide a list of twenty-five (25) McKinney-Vento qualified students attending *YMCA* serviced school-sites to cover the cost of before-and-after school care with entitlement grant funding.
Care for 25 students will be paid for, and the breakdown of the twenty-five (25) student spots will be as follows:
10 spots for Pine Grove Elementary
5 spots for Explorer K-8
4 spots for Deltona
4 spots for Suncoast
2 spots for Powell Middle
The *YMCA* will provide forty-two (42) weeks of before-and-after school care services on the five (5) day plan at $67.00 per week, plus a one-time $25.00 registration fee per student, to 25 students referred by the *Students & Families in Transition Program.*
The *YMCA* will bill Hernando County Schools attention: Title I – Shanika Figueroa Rodriguez in the total amount of $70,975.00 to receive payment for services.
To confirm, please sign below and return this document. A purchase order will be created and sent to the YMCA after the Hernando County School Board approves the purchase.
If you have any questions or concerns, please do not hesitate to contact Shanika Figueroa Rodriguez at (352) 797-7070 ext. 410 or email figueroa_s@hcsb.k12.fl.us

Sincerely,

shanika figueroa rodriguez

Shanika Figueroa Rodriguez
Shanika Figueroa Rodriguez Supervisor of Federal Programs

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Complete Section A or B; and C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: ESSER

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4460E	5100	7300	9462	99940	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 73,365.00	$ 0	$ 0	$ 73,365.00	$ 73,365.00	$ 0

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 73,365.00
Prior Year Actual Spent: $ 73,365.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 18. 25-2530 8/27/2024

Title and Board Action Requested
Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Other

Financial Impact
There is no financial impact.

NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: _____

_____

_____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the Board Meeting is called to order.
- The HCSD Code of Civility is in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board
CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.