



Hogan Preparatory Academy

Hogan Preparatory Academy

Date and Time

Monday September 26, 2022 at 5:30 PM CDT

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, September 26, 2022 at Hogan Preparatory Academy Main Office, at 1331 E Meyer Boulevard, Kansas City, MO.

Join via Zoom Meeting:

<https://us02web.zoom.us/j/83507673432?pwd=WIF2clFTMHFSdDRvakFLbHZ4U1plUT09>

Meeting ID: 835 0767 3432

Passcode: 65Qqj9

One tap mobile

+16469313860,,83507673432#,,,,*416132# US

+19292056099,,83507673432#,,,,*416132# US (New York)

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Record Attendance and Guests		Dr. Mary Viveros	1 m
Quorum Established			
B. Call the Meeting to Order		Dr. Mary Viveros	1 m
C. Adoption of Agenda	Vote	Dr. Mary Viveros	1 m
D. Comments from Public		Dr. Mary Viveros	2 m
E. Comments from the Board President		Dr. Mary Viveros	5 m
F. Comments from the Superintendent		Dr. Jayson Strickland	20 m
II. Consent Agenda			6:00 PM

	Purpose	Presenter	Time
A. Approval of August 22, 2022 Minutes	Approve Minutes	Dr. Mary Viveros	1 m
B. Approve Closed Session Minutes	Vote	Dr. Mary Viveros	1 m
C. HPA September HR Report	Vote	Dr. Tamara Burns	1 m
D. Sub Services Contract	Vote	Dr. Tamara Burns	1 m
E. Special Education Compliance Plan	Vote	Jazmine Salach	1 m
F. Timster World Transportation	Vote	Jazmine Salach	1 m
G. Operation Breakthrough MOUs	Vote	Edwin Wright	1 m
H. HPA Credit Card Resolution	Vote	Dr. Tamara Burns	1 m
I. Approve HPA Board of Directors Annual Appointments	Vote	Dr. Jayson Strickland	1 m
III. Finance Committee			6:09 PM
A. Finance Committee Report	Vote	David Collier & Dr. Tamara Burns	10 m
B. Approve August Expenses	Vote	David Collier & Dr. Tamara Burns	1 m
IV. Academic Committee			6:20 PM
A. Academic Committee Report	Vote	Dr. Mary Viveros & Edwin Wright	20 m
V. Governance and Board Development Committee			6:40 PM
A. Governance Committee Report	Vote	Dr. Tamara Burns & Matt Samson	10 m
VI. Old Business			
VII. New Business			6:50 PM

	Purpose	Presenter	Time
A. SSKC McKinney Vento	FYI	Jazmine Salach	5 m
B. HPA Safety Plan	Vote	Dr. Tamara Burns	5 m
C. Owners Representative Report	Discuss	Dr. Jayson Strickland & Albert Ray	5 m

VIII. Calendar 7:05 PM

A. Upcoming Dates	Discuss	Dr. Jayson Strickland	1 m
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- September 30 Professional Development for staff--No school for students
- October 17 HPA BOD Academic Committee Meeting, 1pm
- October 18 HPA BOD Finance Committee Meeting, 12pm
- October 20 Parent Teacher Conferences - No School for Students
- October 21 No School for Students or Teachers
- October 24 HPA BOD Meeting, 5:30pm

IX. Closing Items 7:06 PM

A. Motion to Go into Closed Session	Discuss	Dr. Mary Viveros	19 m
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RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.... 3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.....(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...

B. HPA BOD Meeting Evaluation/Reflection	Discuss	Matt Samson	5 m
C. Adjourn Meeting	Vote	Dr. Mary Viveros	1 m

Coversheet

Approval of August 22, 2022 Minutes

Section: II. Consent Agenda
Item: A. Approval of August 22, 2022 Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Hogan Preparatory Academy on August 22, 2022

DRAFT



Hogan Preparatory Academy

Minutes

Hogan Preparatory Academy

Date and Time

Monday August 22, 2022 at 5:30 PM

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, August 22, 2022 at Hogan Preparatory Academy Main Office, at 1331 E Meyer Boulevard, Kansas City, MO.

Directors Present

Albert Ray, Danielle Binion, David Collier, Mary Viveros, Matt Samson, Robin Carlson (remote)

Directors Absent

None

Guests Present

Dana Cutler (remote), Edwin Wright, Janice Thomas, Jayson Strickland, Tamara Burns

I. Opening Items

A. Call the Meeting to Order

Mary Viveros called a meeting of the board of directors of Hogan Preparatory Academy to order on Monday Aug 22, 2022 at 5:30 PM.

B. Record Attendance and Guests

C. Adoption of Agenda

David Collier made a motion to Modify the agenda by removing the Stepping Stones contract from new business.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye

Albert Ray Aye

Roll Call

Mary Viveros Aye
Matt Samson Aye
David Collier Aye
Danielle Binion Aye

D. Comments from Public

E. Comments from the Board President

Welcome back and thanks!

F. Comments from the Superintendent

- Principal Rebecca Skinner talked about the first day of school; class sizes
- Do Amazing awards to the Cabinet; each person recognize someone else.

II. Consent Agenda

A. Approval of July 25, 2022 Minutes

Danielle Binion made a motion to approve the minutes from Hogan Preparatory Academy on 07-25-22.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Danielle Binion Aye
Robin Carlson Aye
Albert Ray Aye
Matt Samson Aye
David Collier Aye

B. HPA August HR Report

Danielle Binion made a motion to Approve the HR report.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Robin Carlson Aye
David Collier Aye
Matt Samson Aye
Danielle Binion Aye
Albert Ray Aye

C. HPA Board Policies

Danielle Binion made a motion to Approve HPA BOD policies.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye
David Collier Aye
Danielle Binion Aye

Roll Call

Robin Carlson Aye
Mary Viveros Aye
Albert Ray Aye

III. Finance Committee

A. Finance Committee Report

Albert Ray made a motion to Approve the Finance Committee Report.
Matt Samson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye
Matt Samson Aye
Robin Carlson Aye
David Collier Aye
Mary Viveros Aye
Danielle Binion Aye

B. Approve July Expenses

Matt Samson made a motion to Approve July expenses.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye
Robin Carlson Aye
Mary Viveros Aye
Albert Ray Aye
David Collier Aye
Danielle Binion Aye

IV. Academic Committee

A. Academic Committee Report

Albert Ray made a motion to Approve the Academic Committee report.
David Collier seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Matt Samson Aye
Mary Viveros Aye
Albert Ray Aye
Robin Carlson Aye
Danielle Binion Aye

B. Individual Learning Plan

- Edwin Wright outlined the Individual Learning Plan and how it works for the students.

V. Governance and Board Development Committee

A.

Governance Committee Report

Matt Samson made a motion to Approve the Governance Committee report.
David Collier seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Robin Carlson Aye
Matt Samson Aye
Albert Ray Aye
Mary Viveros Aye
Danielle Binion Aye

B. 22-23 Board Assessment

VI. Old Business

A. Election of HPA Board Member

David Collier made a motion to Elect John Welchman as a BOD.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Albert Ray Aye
Danielle Binion Aye
David Collier Aye
Matt Samson Aye
Robin Carlson Aye

B. Monitoring Plan

Albert Ray made a motion to Approve the Monitoring Plan.
Danielle Binion seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Albert Ray Aye
Matt Samson Aye
Robin Carlson Aye
David Collier Aye
Danielle Binion Aye

C. HPA Dashboard

Matt Samson made a motion to Approve the HPA Dashboard.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Danielle Binion Aye
Matt Samson Aye
Robin Carlson Aye
David Collier Aye

Roll Call

Albert Ray Aye

VII. New Business

A. HPA Staff Incentive

Danielle Binion made a motion to Approve the HPA Staff Incentive.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye

Mary Viveros Aye

Robin Carlson Aye

Danielle Binion Aye

Albert Ray Aye

Matt Samson Aye

VIII. Calendar

A. Upcoming Dates

- October 8th is the ribbon cutting for the new high school.

IX. Closing Items

A. Motion to Go into Closed Session

David Collier made a motion to enter into Closed session pursuant to RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment with action to be taken.

Matt Samson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye

Mary Viveros Aye

Danielle Binion Aye

Albert Ray Aye

Matt Samson Aye

David Collier Aye

B. Motion to Return to General Session

David Collier made a motion to Return to General Session with action to be taken.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye

Robin Carlson Aye

Mary Viveros Aye

David Collier Aye

Roll Call

Albert Ray Aye
Danielle Binion Aye

C. HPA BOD Meeting Evaluation/Reflection

D. Board Action

David Collier made a motion to approve the Staffing adjustment/revised budget recommendation.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye
Robin Carlson Aye
David Collier Aye
Danielle Binion Aye
Mary Viveros Aye
Albert Ray Aye

E. Adjourn Meeting

Danielle Binion made a motion to Adjourn the meeting.

Matt Samson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye
Albert Ray Aye
Matt Samson Aye
Danielle Binion Aye
David Collier Aye
Mary Viveros Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:30 PM.

Respectfully Submitted,
Mary Viveros

Coversheet

HPA September HR Report

Section:	II. Consent Agenda
Item:	C. HPA September HR Report
Purpose:	Vote
Submitted by:	
Related Material:	September 2022 Board - HR Report.pdf

First Name	Last Name	Position	Effective Date	Location
Edgar	Gonzalez	Operations Manager	9/26/22	Central Office
Shirley	Wright	Administrative Assistant	10/3/22	Middle School
Demetrius	Allen	Elementary Teacher	10/10/22	Elementary School

Coversheet

Sub Services Contract

Section: II. Consent Agenda
Item: D. Sub Services Contract
Purpose: Vote
Submitted by:
Related Material: Sub Services.pdf



24901 Northwestern Hwy. Ste. 400
Southfield, MI 48075
Telephone: 248-356-3400
Fax Number: 248-356-3401

Educational Division Service Agreement

THIS SERVICE AGREEMENT, was entered between **SUB TEACHER SOURCE (STS)**, a **Limited Liability Company** and an **INDUSTRY SPECIFIC STAFFING RELATED COMPANY** and the "CLIENT SCHOOL," as follows:

Date: 9.19.22

Name of SCHOOL/DISTRICT: Hogan Prep Academy

SCHOOL/DISTRICT Address: 2803 E. 51st st

Kansas City, MO 64130

SUB TEACHER SOURCE

HOGAN PREP ACADEMY

Title: Operations Director

Title: _____

Printed Name: Laroy Williams

Printed Name: _____

Signature: _____

Signature: _____

CLIENT will pay an entity designated by Sub Teacher Source, a Limited Liability Company, for services rendered in the states of Missouri as follows:

JOB CLASSES

Daily Substitute Teachers
Building/District Substitute Teachers
Long Term Substitute Teachers
Summer School

All Inclusive Bill Rate.

\$ 260 Daily
\$ 275 Daily
\$ 290 Daily
Negotiated Rates

Unless otherwise noted, this Agreement is perpetual from the date signed on page 1. The above bill rate includes all Contractor costs, including but not limited to, Individual State Department of Education Compliance, Administrative Costs, Liability, and Bonding Premium Payments. The bill rate will increase by 4% annually beginning on the subsequent new school year after the signing of this Agreement, regardless of the original signing date of this Agreement, but in all cases, within 12 months of the signing of this Agreement. If specified, neither party is required to continue ordering or servicing, respectively at the conclusion date of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice.

STS and CLIENT When/if applicable agree that during the effective term of the Agreement, STS may increase worker pay, subject to the approval of the CLIENT. Such increase shall be billed by STS and paid by CLIENT by increasing the bill rates above under job classes.

The term CLIENT shall include the CLIENT named on page 1 and any pricing schedules of this Agreement. It shall also include any affiliates, subsidiaries, parent companies, management companies, or related companies. In addition, related staffing or employment companies or professional employment organizations (PEO) companies hired to serve as the employing entity of the CLIENT as defined above shall be considered part of the CLIENT.

Fill Rate Accelerator: Inclusive in the STS portal. The Client has the option to increase the rate paid to the substitute for one day or multiple day assignments. This feature is designed to incentivize STS staff to accept hard to fill CLIENT positions when specified. All increases initiated by the CLIENT will be paid to STS staff and charged to CLIENT at the exact amount put in and will not include a markup.

NOW, THEREFORE, the parties agree as follows:

1. Service and Operation.

- 1.1. CLIENT shall not hold STS responsible or liable for failure to provide staff as requested if prevented by war, labor dispute, fires, acts of God, accidents, or any other causes beyond the control of STS.
- 1.2. Where an STS substitute has been assigned or has accepted a position, CLIENT must provide a minimum of two (2) hours' notice prior to the start time of any order if that order is canceled. Failure to provide at least two (2) hours' notice for a canceled order will result in the minimum of 1/2-day sub pay rate being billed to the CLIENT.
- 1.3. CLIENT agrees to prepare a report or timecard and obtain a staff member(s) signature indicating the hours worked by an STS staff member(s) and to keep such reports on file at all times. STS shall have the right, upon demand, to inspect CLIENT reports.
- 1.4. Substitute staff or any staff assigned at a daily rate or ½ daily rate will be billed to CLIENT for a minimum of ½ day of work for any hours up to 4 hours of work from the worker's reporting to an assignment. Any time that exceeds 4 hours from the worker's reporting will be billed at the full day rate as designated in the rate section of this Agreement.
- 1.5. Substitute staff will be counted as Long-Term or Building/District Substitutes based on the initial request from CLIENT or if they are expected to fulfill the duties of a Long-Term Substitute or Building/District Substitute. If for any reason, substitutes are initially

requested as daily substitutes or Building/District substitutes for the same classroom for 20 consecutive assignments, they will be deemed as a Long-Term Substitute, or if for any reason, CLIENT orders a daily substitute (regardless of any individual name) for the same district or school for 2 consecutive weeks, irrespective of the number of days worked, they will be classified as a Building/District Substitute, based on the duties and type of assignment on the following billing cycle.

1.6. Long Term Substitute duties may include, but are not limited to, the following:

The long-term substitute is responsible for providing classroom coverage for a teacher who is absent for an extended period. The long-term substitute works the regular hours of the absent classroom teacher during his/her absence. Essential Duties:

- 1.6.1. Teaches content and skills in subject area utilizing curriculum designated by the Client and other appropriate learning activities.
 - 1.6.2. Develops lesson plans and supplementary materials compatible with the Client's instructional requirements provides individualized and small group instruction to adapt the curriculum to the needs of each student and subgroups of students.
 - 1.6.3. Evaluates academic and social growth of students, prepares report cards, keeps appropriate records to include attendance reports, checklists, census forms, and other recordkeeping activities, as necessary.
 - 1.6.4. Evaluates each student's progress in meeting the course standards.
 - 1.6.5. Establishes and maintains standards of student behavior needed to provide an orderly, productive classroom environment.
 - 1.6.6. Communicates with parents, counselors, and administration on student progress.
 - 1.6.7. Supervises students in assigned out-of-classroom activities during the working day.
 - 1.6.8. Participates in faculty committees and the sponsorship of student activities.
 - 1.6.9. Administers testing in accordance with division testing practices.
- 1.7 The Building/District substitute is responsible for providing teaching or teacher support to any class in need, except classes requiring special training or certification. CLIENT is responsible for directing the Building/District substitute to the class or building in need of support. The Building/District Substitute is responsible for providing classroom coverage for a teacher that is absent for a short period of time and to work the regular hours of that teacher. If the Building/District substitute is serving in the capacity of a District substitute, the substitute is responsible for floating to school buildings within the district that may be in need, on any given day and will be directed by appropriate district/school staff as to the location of the school and details of the assignment. If any school or district has a consecutive period of ordering at least 1 daily open substitute for a total of 10 consecutive working days, STS will automatically open a position as a Building/District Substitute, and once that position is filled, the length of service for that filled position will initially be scheduled as a 20-working day cycle. The school can extend that position for as long as they believe the position is needed. If that Building/District substitute serves in the same classroom for 20 consecutive assignments, they will be deemed as a Long-Term Substitute, and the assignment will be switched to Long Term. All staff Classified as District Subs will be billed to the Administration Building or an alternative home building location and allocated internally by CLIENT for accounting purposes.

2. **Fees**

2.1. CLIENT shall pay to STS ALL CHARGES upon receipt of an electronic invoice (as billed and with attached approved staff time cards, signifying CLIENT approval of billed staff time) through the STS portal. STS will update the CLIENT of the payment entity that will receive banking transactions or receive payment from the CLIENT. Invoices will be emailed weekly no later than each Wednesday. All invoice payments must be received by ACH Electronic Payment initiated by CLIENT and received by STS within five (5) days after receipt of weekly invoice. STS reserves the right to cancel or suspend services to client schools with unpaid balances beyond the terms outlined above. In the event of chronic non-funded or late transactions, STS may declare a material breach of this Agreement and terminate the Agreement.

All approved timecards or electronic approval of weekly timecards must be submitted within the Sub Teacher Source portal, for each assigned substitute or other personnel provided is due to STS no later than 5 pm on each Friday. If weekly timecards are not approved and returned to STS via our Sub Teacher Source portal by Monday at 10 am, for STS substitutes or other personnel supplied to CLIENT, STS reserves the right to suspend services until payroll approval has been given by the Client.

2.2. All Substitute Teachers classified as long-term shall be entitled to up to five (5) Building Closure days each school year at their determined respective school/district assignment(s). Paid closure days will be based on the school/district closing for a declared building closure for weather or maintenance issues and notification to STS.

2.3. All hourly workers will be paid at 1.5 times their regular rate of pay for hours worked over Eight (8) hours per day and 40 hours per week or at their daily rate of pay, or at the daily overtime equivalent rate based on CLIENT's daily bill rate.

3. **Unsatisfactory Performance and Termination of Contractors**

3.1. The CLIENT shall report and give notice to STS of all concerns regarding the conduct or performance of workers supplied to the CLIENT by STS as soon as possible.

3.2. The CLIENT reserves right to reject any teacher/staff member referred to the CLIENT by STS, in which case such teacher/staff member shall not be assigned to work at CLIENT.

4. **Administration**

4.1. It is understood and agreed that STS is an independent contractor, and all staff assigned by STS to CLIENT to fill the assignments are contractors of STS. STS is responsible for all administrative employment matters as payment of all associated costs. STS shall pay all salaries, wages, benefits, payroll, and other taxes to or on account of such employee arising out of or resulting from services performed pursuant to this Agreement. CLIENT shall not be liable for the payment of any such salaries, wages, benefits, payroll, or other taxes to or on account of any such employee. The employee shall not receive any compensation, benefits, or other amenities in any form from CLIENT, including but not limited to mileage and conference fees. STS agrees to hold CLIENT harmless from all out-of-pocket expenses of CLIENT, which CLIENT may suffer as a result of STS' failures with respect to the above.

4.2. STS will comply with all applicable federal, state, and local laws concerning its Contractors, including, but not limited to, tax laws, laws relating to discrimination, workers compensation, and state Specific Department of Education requirements to work in a the individual state's public school system, including but not limited to, licenses and certifications as required by the position and providing the information required for the

state specific Department of Education. STS shall work with the Client School in providing all the necessary records needed, at the Client School's request, to meet compliance review audits as required by the IDE, Authorizer, and/or federal and state governments.

4.3. STS Staff

4.3.1. STS shall process and pay its staff from STS' own account, based upon reported hours by CLIENT with respect to the work assignments performed by STS' workers.

4.3.2. Collection, reporting, and payment of applicable federal, state, and local payroll taxes from STS' own account.

4.3.3. Administration and payment of any applicable workers' benefit plans adopted by STS and workers' compensation insurance.

4.3.4. COBRA compliance and continuation of health benefits to terminated staff members and dependents of STS who qualify as applicable.

4.3.5. Completion, reporting, and maintenance of payroll and benefit records, except for recordation of actual hours or days worked for CLIENT, which shall be kept and verified by CLIENT.

4.4. STS agrees to be responsible for workers' compensation insurance for the staff members assigned to work at CLIENT. If any workers' compensation claim is asserted against CLIENT, CLIENT shall notify STS within ten (10) days of receipt of claim.

4.5. Client school shall be responsible for loss or damage to machinery, school documents, or other materials furnished by the Client school, which are operated or utilized by STS' Contractors.

4.6. CLIENT agrees to use the STS online portal Sub Teacher Source (STS) as its management tool for order entry, order cancellation, timesheet review and approval, and other substitute staffing order management functions. CLIENT also agrees that it will use STS as its sole source of receipt of substitute qualification file submission. CLIENT shall indicate staff that will be responsible to utilize STS and will not authorize any person outside of District employees and will not authorize any CLIENT employees that do not have a functional need and duty to utilize the STS portal.

4.7. For multiple day assignments, whether Daily, Building/District or Long Term Substitute Assignments where CLIENT, if informed that days in the future or the entirety of the remaining days are to be cancelled due to CLIENT staff returning or similar reason to cancel the assignment of the STS staff member, CLIENT shall immediately notify STS of any changes to class assignments or cancellations at the earliest deliberate time to allow for updates into the STS system and to allow staff members to adjust eligibility for additional independent assignments as may be appropriate. Failure to comply with the above will result in a ½ day daily show pay for the assignment in its entirety, but not more than one (1) week as a maximum per individual assignment or for each unique series of days under an assignment based on the origination of that assignment.

5. **Prohibition Against Hiring or Contracting**

5.1. CLIENT recognizes that STS will incur various costs and expenses related to recruitment, certification, and qualification of staff assigned to CLIENT by STS. CLIENT agrees that it will not, directly or indirectly, solicit or employ any staff members of STS or induce any of STS' staff to leave STS' employment. This provision and related language under item 5 and sub-provisions thereof and covers any form of employment or contracting directly or indirectly with CLIENT or affiliates whether during business hours or outside of business hours, whether related to the assignment classification or unrelated. Prohibitions under item 5 and sub-provisions thereof also include the prohibition

of directing of STS staff to other contractors or vendors of CLIENT, serving in any capacity for CLIENT to diminish or eliminate STS' ability to conduct commerce with CLIENT or other STS clients and not have interference with its relationship between STS and the appointed staff to CLIENT. If STS staff initiates interest or conversations regarding open positions at the CLIENT or any affiliate of CLIENT or any contractor of CLIENT as they may become aware of while working at CLIENT location or remotely for CLIENT, CLIENT will refrain from engaging in such discussions and will refer STS staff member to appropriate STS representatives as well as update STS as to the nature of the inquiry. All violations of the prior circumstances or similar circumstances will subject the CLIENT to the fees outlined in section 5.2 of this Agreement.

- 5.2. If CLIENT or any affiliate or related party of CLIENT employs, solicits, discusses, or directs STS staff member to other vendors, agencies or any other arrangement of providing services to CLIENT other than through the contractual arrangement between STS and CLIENT without prior STS approval, either directly or indirectly prior to the staff member(s) completing a minimum of 160 working days within three consecutive school semesters and proper notice to STS, CLIENT agrees to pay STS \$17,500 dollars per staff member hired, solicited or directed by your organization, which shall represent reimbursement to STS for the costs and expenses incurred as noted above. CLIENT must notify and give at least 30 days' notice of its intent to convert STS staff whether the staff member has fulfilled the time requirement or not.
- 5.3. CLIENT shall be given the option to hire a contracted STS staff member through STS once that staff member completes a minimum of 90 working days, but less than 160 working days within the same semester or period. CLIENT agrees to pay STS \$7,500 dollars per staff member hired during a communicated plan with the appropriate STS Management and codified in writing. If CLIENT employs, solicits, discusses, or directs any STS staff member to other vendors, agencies or any other arrangement of providing services to CLIENT other than through the contractual arrangement between STS and CLIENT or without the prior knowledge and approval of STS, CLIENT will be subject to the fees outlined in section 5.2 of this Agreement. CLIENT must notify and give at least 30 days' notice of its intent to convert STS staff whether the staff member has fulfilled the time requirement or not.
- 5.4. If any current or prior staff of STS that has been introduced to CLIENT, including but not limited to a placement for an assignment or interview, terminates their work relationship with STS voluntarily or involuntarily, CLIENT or any affiliate or related party of CLIENT shall be prohibited from hiring such Contractor for a period of one (1) year following the conclusion of the last day of their work relationship with STS whether placed at CLIENT or any affiliate or related party of CLIENT or any other CLIENT of STS at the time of termination. Violation of this clause will make the Client subject to the fees referenced in section 5.2 of this Agreement.
6. **Student Records** STS understands that it may have access to Client School's student records and other personally identifiable information regarding its students ("education records") that are protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232(g), and its implementing regulations, 34 C.F.R. §99.1 et seq. STS warrants that all substitutes are provided with and instructed on the requirements of FERPA.
7. **Indemnification** STS shall indemnify, defend and hold harmless CLIENT from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, costs, obligations, and other expenses (including legal costs and reasonable attorneys'

fees), whether or not resulting from third party claims (collectively "Losses"), arising out of any act or omission of STS or its employees or agents and any breach or other default of any agreement, representation, warranty or covenant on the part of STS contained in this Agreement or the performance and/or provision of any of the services contemplated by this Agreement

To the extent permitted by law, the Client School will defend, indemnify and hold harmless STS and all of its officers, managers, members, Contractors, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including litigation expenses and reasonable attorneys' fees) arising out of or resulting from the breach of any representation, warranted by the client school of this Agreement. These indemnification obligations shall survive termination of the Agreement.

- 8. Insurance** STS or its affiliates shall present evidence to the Client School that it maintains the requisite insurance. The insurance policy shall provide that the Client School receive from the insurer a minimum thirty (30) day written notice of termination or change of said policies. The Client School shall be named as additional insured. STS shall maintain the following insurance:
- 8.1. General Liability-STS shall maintain separate general liability insurance, as applicable. General liability insurance must have at least \$1,000,000 coverage per occurrence.
 - 8.2. Professional Liability- STS shall maintain separate professional liability insurance, as applicable. Professional liability insurance must have at least \$1,000,000 coverage per occurrence.
 - 8.3. Workers Compensation- STS shall maintain separate workers' compensation insurance. STS shall present evidence to CLIENT that it maintains the requisite insurance.
 - 8.4. Umbrella Liability if applicable-If Contractor is providing transportation to students, STS shall maintain separate umbrella liability insurance, as applicable. Umbrella liability insurance must have at least a \$2,000,000 limit per occurrence
- 9. Arbitration** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association.
- 9.1. The arbitration shall be conducted at the Detroit office of the American Arbitration Association. Any award, order, or judgment made pursuant to the arbitration shall be deemed final and may be entered by either party in any court having jurisdiction over the enforcement of the award or judgment. The parties agree to submit to the jurisdiction of any appropriate court for purposes of enforcement of the award, order, or judgment.
 - 9.2. The arbitrator's award, which shall include a written explanation as to the final decision and award, shall be final and binding.
- 10. Interpretation** Competent businesspersons are entering into this Agreement, and the parties have reviewed this Agreement. Therefore, any ambiguous language will not be construed against the drafter of this Agreement. The parties intend that this Agreement shall be construed and interpreted in a consistent manner.

11. **Reasonable Attorney and Arbitration Filing Fees** If a dispute arises between the CLIENT and STS, the prevailing party may be awarded reasonable attorney fees and costs as well as Arbitration Filing and Registration fees incurred while advocating its case.
12. **Governing Law** This Agreement shall be construed in accordance with Michigan law.
13. **Entire Agreement and Amendments** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter, and no other agreement, statement, promise or practice between the parties expand or alter the terms of this Agreement. Only a written instrument signed by the parties may modify this Agreement.
14. **Partial Invalidity** Should any term, warrant, covenant, condition or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect as if the unenforceable part did not exist.
15. **Captions** The captions and paragraph headings in this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.
16. **Modifications** No changes or modifications of this Agreement shall be valid unless it is in writings and signed by both parties.
17. **COVID 19 Provisions** At any school or district requiring placed staff to work from a district or school facility where students or staff are present in addition to STS placed staff members, and the following shall apply. If any placed staff is forced to quarantine at home and is unable to work from home (due to school technology issues or due to illness symptoms related to COVID 19) while on assignment at the school/district, whether the exposure can be directly traced to the school/district or not, CUSTOMER will be billed for that staff member's equivalent assignment category for the period recommended by the state health department or Centers for Disease Control in the absence of State Health Department guidance. If any placed staff is notified after the period of their assignment that there was a potential exposure during their assignment at the school/district that necessitates a period of quarantine, CUSTOMER will be billed for that staff member's equivalent assignment category for the period recommended by the state health department or Centers for Disease Control in the absence of State Health Department guidance. CLIENT will immediately notify STS of any positive cases of COVID 19 occurring within the School District, whether occurring on a student, staff member, or vendor that has been in contact with the district. CLIENT will also enforce the State Health Department best practices and provisions to reduce infection transmission, such as hand washing, mask wearing and social distancing. CLIENT will maintain an adequate supply of masks, hand sanitizer, bathroom soap, etc., to accomplish the safety precautions needed to reduce the spread of infections, including COVID 19.
18. **Clause Survivability Past Agreement Termination** Clauses 2,5,7,9,10,11,12, 14 and 17 shall apply and survive the termination of this Agreement and any other subsequent agreements unless otherwise agreed to in writing.

END OF AGREEMENT

Coversheet

Special Education Compliance Plan

Section:	II. Consent Agenda
Item:	E. Special Education Compliance Plan
Purpose:	Vote
Submitted by:	
Related Material:	SpEd Compliance.pdf

DESE Changes to Special Education Compliance Plan 2022-23 SY

100s – Administrator’s Checklist

- Added paraprofessional requirements to align with the DESE administrative memo

200s – Special Education Process

- Added documentation for review of existing data form
- Reasons for extended evaluation timelines changed
- Shift from synthesis to comprehensive evaluation report for students
- Removed redundant note on supporting documentation for eligibility determination
- Specified meaning on synthesis of information for evaluations and individualized education plans
- Added indicator for reference
- Added parent/guardian rights to be more specific
- Changed from Notice of Action to Prior Written Notice

400s – Speech Implementer (deleted)

- Model is no longer in use in the state of Missouri

1300s – Other Health Impairment

- Added medical titles reflected in State Compliance Plan

1400s – Specific Learning Disabilities

- Added specifications on using full scale IQ for SLD determination
- Clarified not using one subtest for discrepancy between full scale IQ and academic - must use cluster or composite score

Missouri State Plan for Special Education



***Regulations Implementing Part B
of the Individuals with
Disabilities Education Act***

MISSOURI STATE BOARD OF EDUCATION SPECIAL EDUCATION REGULATIONS

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REGULATION I: GENERAL PROVISIONS

A. APPLICABILITY

These regulations are applicable to all public agencies within the State of Missouri responsible for providing special education and related services for students with disabilities. This includes state agencies, local educational agencies, charter schools, and state and local juvenile and adult correctional facilities. Any exceptions for specific public agencies are noted in relevant sections.

B. GENERAL SUPERVISION RESPONSIBILITIES

It is the policy of the Missouri Department of Elementary and Secondary Education (DESE) that the requirements of Part B of the Individuals with Disabilities Education Act are implemented by public agencies in this state responsible for the education of children with disabilities.

DESE ensures that each educational program for children with disabilities administered in the State, including each program administered by another State or local agency, is under the general supervision of the Office of Special Education, DESE, and that their programs meet the educational standards of DESE.

MONITORING, TECHNICAL ASSISTANCE, AND ENFORCEMENT (34 CFR 300.600, 300.602, 300.604)

DESE shall, through monitoring and enforcement, assure that each public agency responsible for providing services to students with disabilities has in effect policies, practices and procedures that enable the agency to comply with the implementation of all provisions of Part B of IDEA. The primary focus of the State's monitoring activities shall be on:

- (1) Improving educational results and functional outcomes for all students with disabilities, and
- (2) Ensuring that public agencies meet the program requirements under Part B of IDEA, with a particular emphasis on those requirements that are most closely related to improving educational results for students with disabilities.

As part of its general supervision responsibilities, DESE will use quantifiable indicators and such qualitative indicators as are needed to adequately measure performance in the following indicators and the indicators established by the U. S. Department of Education for the State Performance Plans:

- (1) Provision of FAPE in the least restrictive environment;
- (2) State exercise of general supervision, including child find, effective monitoring, the use of resolution meetings, mediation, and a system of transition services; and,

- (3) Disproportionate representation of racial and ethnic groups in special education and related services, to the extent the representation is the result of inappropriate identification.

In the event a public agency is unwilling or unable to comply with the provisions of IDEA, including progress toward meeting the targets in the State Performance Plan, DESE shall take one or more of the following enforcement actions or any other action deemed necessary within the Department's discretion:

- (1) Advise the agency of available sources that may help the agency address the areas in which assistance is needed, which may include assistance from the Office of Special Education, other offices of DESE, other state agencies, and/or other technical assistance providers approved by DESE and require the agency to work with appropriate entities. Such technical assistance may include:
 - a. The provision of advice by experts to address the areas in which the agency needs assistance, including explicit plans for addressing the area or areas of concern within a specified period of time;
 - b. Assistance in identifying and implementing professional development, instructional strategies and method of instruction that are based on scientifically based research;
 - c. Designating and using distinguished superintendents, principals, special education administrators, special education teachers, and other teachers and administrators to provide advice, technical assistance, and support; and,
 - d. Devising additional approaches to providing technical assistance, such as collaborating with institutions of higher education, educational service agencies, state and national centers of technical assistance, and private providers of scientifically based technical assistance.
- (2) Require the agency to prepare a corrective action plan which incorporates all of the required elements for such plan.
- (3) Require the agency to prepare an improvement plan which incorporates all of the required elements for such plan.
- (4) Direct the use of Federal funds on the area or areas in which the agency needs assistance.
- (5) Identify the agency as a high-risk grantee and impose special conditions on the agency's Part B grant.
- (6) Initiate action to withhold, in whole or in part, Federal funds paid to the agency to support the provision of services to children with disabilities.
- (7) Initiate action to withhold, in whole or in part, any Federal funds paid to the agency.
- (8) Initiate action to recover Federal funds paid to the agency to support the provision of services to children with disabilities.

C. PERFORMANCE GOALS AND INDICATORS (34 CFR 300.157)

The State of Missouri establishes goals for the performance of children with disabilities in Missouri. These goals promote the purposes of IDEA, including the objectives for progress by children with disabilities. These goals address graduation rates and dropout rates, as well as other factors. These goals are consistent, to the maximum extent appropriate, with goals and standards that have been established by the State for all children.

The State establishes performance indicators that the State will use to assess progress toward achieving the goals, including progress by children with disabilities.

Annually, the State will report to the Secretary and the public on the progress of the State and of children with disabilities in the State, toward meeting the State Performance Plan (SPP) goals (indicators) as established by the U. S. Department of Education, Office of Special Education Programs. The SPP goals (indicators) may be found on the Office of Special Education's website.

D. STATE ADMINISTRATION (34 CFR 300.199)

As a condition of receipt of funds under Part B of the Act, Missouri must:

- (1) Ensure that any State rules, regulations, and policies relating to this part conform to the purposes of this part;
- (2) Identify, in writing, to public agencies located in the State and the Secretary any such rule, regulation, or policy as a State imposed requirement that is not required by Part B of the Act and Federal regulations; and,
- (3) Minimize the number of rules, regulations, and policies to which the public agencies located in the State are subject to under Part B of the Act.
- (4) Make positive efforts to employ, and advance in employment, qualified individuals with disabilities in programs assisted under Part B of the IDEA.

State rules, regulations, and other policies under Part B of the Act must support and facilitate public agency system improvement designed to enable children with disabilities to meet the challenging State student academic achievement standards.

E. FULL EDUCATIONAL OPPORTUNITIES GOAL

The State of Missouri has established a goal of providing a full educational opportunity for all students with disabilities, ages birth through twenty-one (21) years, within the State.

The State began provision of full educational opportunities for all students with disabilities between the ages of five (5) and twenty-one (21) years on July 1, 1974.

The State began provision of full educational opportunities for all students with disabilities between the ages of three (3) and twenty-one (21) years on July 1, 1991.

The State began provision of full educational opportunities for all infants and toddlers (birth through age two (2)) with disabilities on October 1, 1995. The State goal is to begin provision of full educational opportunities for students through the age of twenty-one (21) in 2027.

Full implementation of the goal will include the provision of a free appropriate public education for all students with disabilities ages three (3) through twenty-one (21) years, and the provision of early intervention services for infants and toddlers with disabilities (birth through age two (2)) and their families.

F. AMENDMENTS

Any proposed changes in these regulations shall be in accordance with the provisions of the Administrative Procedures Act.

G. DEFINITIONS

The terms defined below are found throughout these regulations. All of the following definitions are cited in the Individuals with Disabilities Education Act (IDEA) unless otherwise noted.

Act: Act means the Individuals with Disabilities Education Act, as amended.

Agree or Agreement: The terms “agree” or “agreement” refer to an understanding between the parent and the public agency about a particular question or issue, which may be in writing, depending on the context.

Assistive Technology Device: Assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability. The term does not include a medical device that is surgically implanted or the replacement of such device.

Assistive Technology Service: Assistive technology service means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device. The term includes:

- (1) The evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;

- (2) Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
- (3) Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing of assistive technology devices;
- (4) Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- (5) Training or technical assistance for a child with a disability, or if appropriate, that child's family; and,
- (6) Training or technical assistance for professionals (including individuals providing education or rehabilitation service), employers, or other individuals who provide services to employ, or are otherwise substantially involved in the major life functions of children with disabilities.

Charter School: Charter school has the meaning given the term in section 5210(1) of the Elementary and Secondary School Act of 1965.

Child with a Disability: The Individuals with Disabilities Education Act (IDEA) defines students with disabilities as those children, ages three (3) to twenty-one (21), who have been properly evaluated as having Intellectual Disability, Hearing Impairments and Deafness, Speech or Language Impairments, Visual Impairments including Blindness, Emotional Disturbance, Orthopedic Impairments, Autism, Traumatic Brain Injury, Other Health Impairments, a Specific Learning Disability, Deaf Blindness, or Multiple Disabilities and, who because of that disability, require special education and related services. As allowed under 34 CFR 300.87 implementing IDEA, the State of Missouri also defines a child with a disability to include ages three (3) through five (5) who have been properly identified as a young child with a developmental delay.

Consent: Consent means that the parent:

- (1) Has been fully informed of all information relevant to the activity for which consent is sought in his or her native language or other mode of communication;
- (2) Understands and agrees, in writing, to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and,
- (3) The parent understands that the consent is voluntary on the part of the parent and may be revoked at any time and, if the parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

Day; Business Day; School Day: Day means calendar day unless otherwise indicated as business day or school day. Business day means Monday through Friday, except for Federal and State holidays. School day means any day, including a partial day that children are in attendance at school for instructional purposes.

Elementary School: Elementary school means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education (Kindergarten through eighth grade).

English Learner: English learner means an individual who is aged 3 through 21; who is enrolled or preparing to enroll in an elementary or secondary school; who was not born in the United States or whose native language is a language other than English; who is a Native American or Alaska Native or a native resident of the outlying areas and who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency or who is migratory, whose native language is a language other than English and who comes from an environment where a language other than English is dominant; and, whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet the challenging State academic standards; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

Evaluation: Evaluation means that procedures are used to determine whether a student is disabled and provide information for use by the IEP team to determine the nature and extent of the special education and related services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to or procedures used with all students in a school, grade, or class unless, before administration of that test or evaluation, consent is required of parents of all children.

Excess Costs: Excess costs means those costs that are in excess of the average annual per-student expenditure in a local education agency (LEA) during the preceding school year for an elementary school or secondary school student, as may be appropriate, and that must be computed after deducting amounts received (1) under Part B of the Act; (2) under Part A of title I of the ESEA; and, (3) under Parts A and B of title III of the ESEA and, any State or local funds expended for programs that would qualify for assistance under any of the parts described above, but excluding any amounts for capital outlay or debt service.

Free Appropriate Public Education (FAPE): A free appropriate public education (FAPE) is defined to include regular and special education and related services which:

- (1) Are provided at public expense, under public supervision and direction, and without charge to the parent;
- (2) Meet the educational standards of the State Education Agency pertaining to the education of students with disabilities;
- (3) Includes preschool, elementary school, and secondary school education; and,

(4) Are provided in conformity with the individualized education program (IEP).

Homeless Children: Homeless children has the meaning given the term homeless children and youths in section 725(42 U.S.C. 11434a) of the McKinney-Vento-Homeless Assistance Act, as amended, 42 U.S.C. 11431 et seq.

Individualized Education Program (IEP): Individualized education program or IEP means a written statement for a child with a disability that is developed, reviewed, and revised in accordance with 34 CFR 300.320 through 300.324.

Individualized Education Program (IEP) Team: Individualized education program team or IEP team means a group of individuals described in 34 CFR 300.321 that is responsible for developing, reviewing, or revising an IEP for a child with a disability.

Local Educational Agency (LEA): A public board of education or other public authority legally constituted in Missouri for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision, or a combination of school districts or counties recognized by the State as an administrative agency for its public elementary schools or secondary schools.

Native Language: Native language, when used with respect to an individual who is an English Learner, means the following:

- (1) The language normally used by that individual or, in the case of a child, the language normally used by the parents of the child.
- (2) In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.
- (3) For an individual with deafness or blindness or, for an individual with no written language, the mode of communication is that normally used by the individual (such as sign language, Braille, or oral communication).

Parent: The term parent means a biological, adoptive, or foster parent of a child or a guardian generally authorized to make educational decisions for the child (but not the State if the child is a ward of the State), a person acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives; an individual who is legally responsible for the child's welfare; or, a surrogate parent who has been appointed.

Parent Training and Information Center: Parent training and information center means a center assisted under sections 671 or 672 of the Act.

Personally Identifiable: Personally identifiable means information that contains:

- (1) The name of the child, the child's parents, or other family member;

- (2) The address of the child;
- (3) A personal identifier, such as the child's social security number or student number; or,
- (4) A list of personal characteristics or other information which would make it possible to identify the child with reasonable certainty.

Private or Parochial School: Any nonpublic not for profit private school, home school, or religious/parochial school.

Public Agency: Public agency includes the state education agency (SEA), other state agencies, LEAs, public charter schools that are not otherwise included as LEAs and are not a school of an LEA, and any other political subdivisions of the State that are responsible for providing education to children with disabilities.

Related Services: Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education and includes speech pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services, school nurse services, social work services in schools, and parent counseling and training.

Related services do not include a medical device that is surgically implanted, the optimization of that device's functioning (e.g. mapping), maintenance of that device, or the replacement of that device.

However, nothing limits the right of a child with a surgically implanted device (e.g. cochlear implant) to receive related services (as listed above), that are determined by the IEP team to be necessary for the child to receive FAPE, or limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school or prevents the routine checking of an external component of a surgically-implanted device to make sure it is functioning properly as required in 34 CFR 300.113(b).

Individual related services are defined as follows:

Audiology includes identification of children with hearing loss, determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing; provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation; creation and administration of programs for prevention of hearing loss; counseling and guidance of children, parents, and teachers regarding hearing loss; and, determination of children's needs for group and individual

amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.

Counseling Services means services provided by qualified social workers, psychologists, school counselors, or other qualified personnel.

Early Identification and Assessment of Disabilities in Children means the implementation of a formal plan for identifying a disability as early as possible in a child's life.

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.

Medical Services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.

Occupational Therapy means services provided by a qualified occupational therapist; and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation, improving ability to perform tasks for independent functioning if functions are impaired or lost, and preventing, through early intervention, initial or further impairment, or loss of function. In Missouri, this definition includes licensed occupational therapist assistants practicing under the supervision of a licensed occupational therapist.

Orientation and Mobility Services means services provided to blind or visually impaired students by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community; and includes teaching students the following, as appropriate:

- (1) Spatial and environmental concepts and use of information received by the senses (such as sound, temperature, and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street);
- (2) To use long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision;
- (3) To understand and use remaining vision and distance low vision aids; and,
- (4) Other concepts, techniques, and tools.

Parent Counseling and Training means assisting parents in understanding the special needs of their child; providing parents with information about child development; and, helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP or IFSP.

Physical Therapy means services provided by a qualified physical therapist. In Missouri, this definition includes physical therapy assistants practicing under the supervision of a licensed physical therapist.

Psychological Services includes administering psychological and educational tests and other assessment procedures, interpreting assessment results, obtaining, integrating, and interpreting information about child behavior and conditions relating to learning, consulting with other staff members in planning school programs to meet the special educational needs of children as indicated by psychological tests, interviews, direct observation, and behavioral evaluations, planning and managing a program of psychological services, including psychological counseling for children and parents, and assisting in developing positive behavioral intervention strategies.

Recreation includes assessment of leisure function, therapeutic recreation services; recreation programs in schools and community agencies; and, leisure education.

Rehabilitation Counseling Services means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with disabilities by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended.

School Health Services and school nurse services means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

Social Work Services in schools includes preparing a social or developmental history on a child with a disability, group and individual counseling with the child and family, working in partnership with parents and others on those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program, and assisting in developing positive behavioral intervention strategies.

Speech-Language Pathology services includes identification of children with speech or language impairments, diagnosis and appraisal of specific speech or language impairments, referral for medical or other professional attention necessary for the habilitation of speech or language impairments, provision of speech and language

services for the habilitation or prevention of communicative impairments, and counseling and guidance of parents, children, and teachers regarding speech and language impairments.

Transportation includes travel to and from school and between schools; travel in and around school buildings; and, specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.

Scientifically Based Research: Scientifically based research means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs. It includes research that:

- (1) Employs systematic, empirical methods that draw on observation or experiment;
- (2) Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
- (3) Relies on measurements or observational method that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
- (4) Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assigned experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
- (5) Ensures experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and,
- (6) Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparable rigorous, objective, and scientific review.

Secondary School: Secondary school means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education between the grades of 9 and 12.

Secretary: Secretary means the Secretary of Education.

Services Plan: Services plan means a written statement that describes the special education and related services the LEA will provide to a parentally-placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR 300.132 and is developed and implemented in accordance with 34 CFR 300.137 through 300.139.

Special Education: Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education. The term includes each of the following, if the services otherwise meet the definition of specially designed instruction:

- (1) Speech-language pathology services or any other related service if the service is considered special education rather than a related service under State standards;
- (2) Travel training; and,
- (3) Vocational education.
 - a. No cost means that all specially designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
 - b. Physical education means the development of physical and motor fitness, fundamental motor skills and patterns, and skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports), and includes special physical education, adapted physical education, movement education, and motor development.
 - c. Specially designed instruction means adapting, as appropriate, to the needs of an eligible child, the content, methodology, or delivery of instruction to address the unique needs of the child that result from the child's disability, and to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.
 - d. Travel training means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to develop an awareness of the environment in which they live, and learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).
 - e. Vocational education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

State Educational Agency: State educational agency or SEA means the State Board of Education or other agency or officer primarily responsible for the State supervision of public elementary schools and secondary schools.

Supplementary Aids and Services: Supplementary aids and services means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children.

Transition Services: Transition services means a coordinated set of activities for a child with a disability that is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including post-secondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.

The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's strengths, preferences, and interests, and shall include instruction, related services, community experiences, the development of employment and other post-school adult living objectives and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

Transition services for students with disabilities may be special education if provided as specially designed instruction, or related services if required to assist a student with a disability to benefit from special education.

Universal Design: Universal design has the meaning given the term in Section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002.

Ward of the State: Ward of the State means a child who, as determined by the State where the child resides, is a foster child, is a ward of the State, or is in the custody of a public child welfare agency, except that the term does not include a foster child who has a foster parent who meets the definition of a parent.

H. CONDITION OF ASSISTANCE (34 CFR 300.200)

A public agency is eligible for assistance under Part B of the Act for a fiscal year if the agency submits a budget application and provides assurances to DESE that the public agency has a Board approved local compliance plan that meets each of the conditions in 34 CFR 300.201 through 300.213.

I. CONSISTENCY WITH STATE POLICIES (34 CFR 300.201)

The public agency, in providing for the education of students 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 CFR 300.101 through 300.163 and 300.165 through 300.177.

The responsible public agency may:

- (1) Adopt the State model local compliance plan, in which case the agency does not have to submit its plan to DESE for approval, OR

- (2) Adopt the State model local compliance plan, with revisions to allow for unique agency characteristics or local requirements, in which case the agency must submit the plan to DESE for approval, OR
- (3) Write a local compliance plan which meets all of the requirements listed above, in which case the agency must submit the plan to DESE for approval.

J. INFORMATION FOR SEA (34 CFR 300.211)

The public agency must provide DESE with information necessary to enable DESE to carry out its duties under Part B of the Act including information relating to the performance of students with disabilities participating in programs carried out under Part B of IDEA.

K. HEARINGS RELATED TO PUBLIC AGENCY ELIGIBILITY (34 CFR 300.221 and 300.155)

It is the policy of DESE to provide a public agency with notice and an opportunity for a hearing prior to determination of ineligibility for Part B funds under the Individuals with Disabilities Education Act.

Appeal by an applicant must be based upon an allegation that these actions by DESE violate state or federal statute or regulation. DESE shall provide a public agency with notice of intent to determine ineligibility. That notice shall contain:

- (1) A statement of the basis upon which DESE proposes to determine ineligibility;
- (2) Possible options for resolving the issue;
- (3) How the applicant can request a hearing not later than thirty (30) days from receipt of the notice of proposed ineligibility; and,
- (4) Information about the proposed procedures to be followed in the hearing.

This notice shall be transmitted to the applicant by certified mail with return receipt requested.

Requests for a hearing pursuant to this section shall be in writing and shall be directed to the Office of the Commissioner of Education.

Within thirty (30) days of the date of receipt of the appeal request, the Commissioner of Education or a designee shall conduct a hearing on the record on the proposed action. No later than ten (10) days after the hearing, the Commissioner or a designee shall issue a written ruling, including findings of fact and a reason for the ruling. If DESE determines that its action was contrary to state or federal statutes or regulations, which govern the applicable program, DESE, shall rescind its action.

The ruling by the Commissioner of Education or a designee shall be final unless appealed pursuant to Federal regulations. The decision of the Commissioner of Education shall contain a description of the applicant's right of appeal and shall be forwarded by certified mail with return receipt requested.

DESE shall make available at reasonable times and places to each applicant all records pertaining to any review or appeal that the applicant is conducting under this section, including the records of other applicants.

REGULATION II: CONFIDENTIALITY

A. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

It is the policy of the Missouri Department of Elementary and Secondary Education (DESE) that all information collected and maintained by public agencies responsible for the provision of special education and related services for students with disabilities will be protected to ensure the confidentiality of all such information consistent with the specific procedures established in this section.

DEFINITIONS

Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

Educational records means records maintained by a public agency responsible for the provision of general education or special education and related services that pertain to the special education and related services provided to a student with a disability. The term includes medical, psychological, and educational reports but does not include records of instructional, educational, ancillary, supervisory, and administrative personnel which are the sole possession of the maker and which are not accessible or revealed to any other personnel, except another person who performs on a temporary basis the duties of the individual who made the record. The term includes test instruments or protocols/score sheets and a record of the test results. Copies of test protocols will only be provided if the failure to do so would effectively prevent the parent or student from exercising the right to inspect and review the educational records. The term does not include certain records maintained by a law enforcement unit of a public agency or records maintained about a student with a disability as an employee of the public agency.

Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information or from which information is obtained under Part B of IDEA.

NOTICE TO PARENTS (34 CFR 300.612)

DESE requires each public agency to give adequate notice to fully inform parents about public agency's responsibility to protect the confidentiality of any personally identifiable information collected, used, or maintained for IDEA purposes. The notice will be provided in the native language of the parent. The notice shall include:

- (1) The different languages the notice is available in;
- (2) A description of the students on whom personally identifiable information is maintained, the types of information sought, the methods the public agency intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;

- (3) A summary of the policies and procedures which the public agency must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and,
- (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974-and implementing regulations in 34 CFR part 99.

Before any major identification, location, or evaluation activity is initiated, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the public agency of the activity.

ACCESS RIGHTS (34 CFR 300.613)

Each local school district/public agency shall permit parents to inspect and review any educational records relating to their children that are collected, maintained, and used by the local school district/public agency regarding their student without unnecessary delay and before any meeting regarding an IEP, hearing relating to the identification, evaluation, placement or provision of FAPE, or resolution session and, in no case, more than 45 days after the request has been made. The right to review and inspect records includes:

- (1) The right to a response from the participating agency to reasonable requests for explanations and interpretations of the records;
- (2) The right to request that the agency provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and,
- (3) The right to have a representative of the parent inspect and review the records.

An agency may presume that the parent has authority to inspect and review records relating to his/her child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

RECORD OF ACCESS (34 CFR 300.614)

Each participating agency shall maintain a record of all parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency) including electronic records. The record will include:

- (1) Name(s) of party;
- (2) The date access was given; and,
- (3) Purpose for which the party is authorized to use the records.

The record of access shall be maintained in each file of each student that contains confidential information. The agency is required to maintain a list of those employees who have access to educational records and maintain the list in a central location. Only employees of the agency who have a legitimate need to access education records shall be included on the list.

RECORDS OF MORE THAN ONE STUDENT (34 CFR 300.615)

If any education record includes information on more than one (1) student, the agency shall allow parents to inspect and review only the information relating to their child or to be informed of the specific information.

LIST OF TYPES AND LOCATION OF INFORMATION (34 CFR 300. 616)

Each participating agency shall provide parents, on request, a list of the types and locations of education records collected, maintained, or used by the agency.

FEES (34 CFR 300.617)

Each participating agency may charge a fee for copies of records which are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. A participating agency may not charge a fee to search for or to retrieve information under this part.

AMENDMENT OF RECORDS AT PARENT REQUEST AND HEARING RIGHTS (34 CFR 300.618)

A parent who believes that information in the educational records collected, maintained, or used under this part is inaccurate, misleading, or violates the privacy or other rights of his/her child may request the participating agency that maintains the information to amend the information.

The school district/public agency shall reach a decision regarding the request within a reasonable period of time, but no more than 45 calendar days after receipt of the request. If the agency agrees to the requested amendment, the records in question shall be amended as agreed to. If the agency denies the request for an amendment, the agency shall:

- (1) Inform the parent of the denial and advise the parent of their right to a hearing; and,
- (2) Advise the parent/guardian that they have a right to request a hearing, before an official of the district or agency, if they desire to further challenge the data contained within the student's file. This hearing shall be held in conformity with the requirements outlined in Section 99.22 of the Family Educational Rights and Privacy Act regulations.

If, as a result of the hearing, the public agency decides the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the public agency shall amend the information accordingly and so inform the parent in writing.

If, as a result of the hearing, the public agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the agency shall inform the student's parent of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reason for disagreeing with the decisions of the public agency. Any explanation placed in the records of the student must be maintained by the public agency as a part of the student's records as long as the record or contested portion is maintained by the public agency. If the record of the student or the contested portion is disclosed by the public agency to any party, the explanation must also be disclosed to the party.

CONSENT (34 CFR 300.622)

Parental consent must be obtained before personally identifiable information is disclosed to third parties, unless the information is contained in the educational records, and the disclosure is authorized without parental consent under 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).

Parental consent, or the consent of an eligible student who has reached the age of 18, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with an IEP.

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

SAFEGUARDS (34 CFR 300.623)

Each public agency shall protect the confidentiality of personally identifiable information of collection, storage, disclosure, and destruction stages. To assure protection, the public agency shall:

- (1) Appoint one (1) official at each public agency to be responsible for ensuring the confidentiality of any personally identifiable information;
- (2) Provide training or information to all persons collecting or using personally identifiable information in the state's policies and procedures governing such information; and,
- (3) Maintain, for public inspection, a current list of the names and positions of those employees within the public agency who may have access to personally identifiable data.

DESTRUCTION OF INFORMATION (34 CFR 300.624)

The public agency shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to his/her child. The information must be destroyed at the request of the parent subject to the federal requirement that records be maintained for a minimum of three (3) years from the date the child no longer receives special education and related services. However, a permanent record containing

the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be retained without time limitation.

STUDENTS' RIGHTS (34 CFR 300.625)

All rights of privacy and educational records indicated herein with regard to parents shall pass to the student upon reaching age 18, or when the student is otherwise emancipated under state law, except in the case of a student with a disability who is legally determined to be incompetent to make such decisions for himself/herself and for whom legal guardianship or conservatorship is required beyond the age of 18. In those instances, the legally established guardian or conservator shall maintain the rights to privacy as outlined in this section.

Parents of students who reach age 18 but who are still dependents, as defined in Section 152 of the Internal Revenue Service Code of 1954, may inspect and review the student's educational record at the discretion of the public agency.

REGULATION III: IDENTIFICATION AND EVALUATION

A. CHILD FIND

It is the policy of the state of Missouri that all students with disabilities, residing in the state, including students with disabilities who are homeless students or are wards of the state, and students with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to highly mobile students with disabilities (such as migrant and homeless students) and students who are suspected of being a student with a disability and in need of special education even though they are advancing from grade to grade. The state of Missouri also ensures that it has procedures in place to determine which students are receiving needed special education and related services.

The Department of Elementary and Secondary Education (DESE) is the agency responsible for coordinating the planning and implementation of the child find activities for children/students birth to twenty-one (21).

CHILD FIND FOR STATE AGENCIES

The following state agencies participate in the planning and implementation of child find activities.

Department of Mental Health assists in identification and location of infants, toddlers, and students with suspected disabilities through its Regional Centers for the Developmentally Disabled, State Habilitation Centers, and State Hospitals. Referrals are made to local public agencies and the Part C system.

Department of Health and Senior Services assists in identification and location of infants, toddlers, and students with suspected disabilities through its Title V and Head Injury Programs. Referrals are made to local public agencies and to the Part C system.

Department of Social Services:

- (1) The Children's Division assists in the identification of infants, toddlers, and students with suspected disabilities. Referrals are made to local public agencies and to the Part C system.
- (2) Rehabilitation Services for the Blind identifies, locates, and refers infants, toddlers, and students who have visual problems. Referrals are made to local public agencies or to the Part C system.
- (3) The Division of Youth Services identifies students with disabilities who are placed within the care and custody of the Missouri Division of Youth Services. Special education services are provided for these students within the Division's facilities.

Department of Corrections provides for the identification of and special education services to inmates with disabilities under age twenty-one (21) years, who are placed within its jurisdiction.

CHILD FIND FOR PUBLIC AGENCIES

DESE requires local education agencies (LEAs) to annually assist in Child Find by conducting the following activities prior to November 1 each year:

- (1) Publishing one (1) public notice in local newspapers or on the public agency website that describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21). The notice must also describe the LEA's responsibility to refer infants and toddlers suspected of having a disability to the state Part C early intervention system.
- (2) Airing one (1) public notice on local radio and/or television stations, during general viewing/listening hours, which describe the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).
- (3) Placing posters/notices in all administrative offices of each building operated by the public agency that describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).
- (4) Providing written information through general distribution to the parents/guardians of students enrolled in the public agency which describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).

Local private agencies are also required to conduct Child Find in private schools as outlined in Regulation XIII.

CHILD FIND MONITORING

DESE will monitor the implementation of the Child Find requirements. Such reviews will include:

- (1) Approval of each public agency's Compliance Plan documentation, and
- (2) A review of data from the annual child count reported by each public agency.

All data collected and used to meet Child Find requirements is subject to confidentiality requirements of 34 CFR 300.610 - 300.627.

Listed below is the statute of the state of Missouri which provides the legal basis and source for Missouri's policy for child find:

- (1) Section 162.700, RSMo

B. DEFINITIONS AND CRITERIA FOR DETERMINATION OF ELIGIBILITY

The Individuals with Disabilities Education Act (IDEA) defines students with disabilities as those students, ages three (3) to twenty-one (21), who have been properly evaluated as having Intellectual Disability, Hearing Impairments and Deafness, Speech or Language Impairments, Visual Impairments/Blindness, Emotional Disturbance, Orthopedic Impairments, Autism, Traumatic Brain Injury, Other Health Impairments, a Specific Learning Disability, Deaf/Blindness, or Multiple Disabilities and, who because of that disability, require special education and related services. As allowed under 34 CFR 300.8 implementing IDEA, the state of Missouri also defines a student with a disability to include students ages three (3) through five (5) who have been properly identified as a young child with a developmental delay.

No student may be determined to be eligible if the determinant factor for that eligibility determination is lack of appropriate instruction in reading, including the essential components of comprehensive literacy instruction (as defined in section 2221(b)(1) of the ESEA), or lack of appropriate instruction in math or limited English proficiency 34 CFR 300.306(b)(1).

Several conditions may be diagnosed by other professionals such as physicians, psychologists, etc. that are not specified by IDEA. These may include such conditions as Tourette syndrome, diabetes, sickle cell anemia, leukemia, dyslexia, central auditory processing disorder, etc. Students who present significant learning problems by virtue of the condition may demonstrate eligibility for special education under one or more of the disabilities identified above.

DISABILITY CATEGORIES, DEFINITIONS, AND INITIAL ELIGIBILITY CRITERIA IN ALPHABETICAL ORDER

Autism
Deaf/Blindness
Emotional Disturbance
Hearing Impairment and Deafness
Intellectual Disability
Multiple Disabilities
Orthopedic Impairment
Other Health Impairment
Specific Learning Disability
Speech or Language Impairment
Traumatic Brain Injury (TBI)
Visual Impairment/Blindness
Young Child with a Developmental Delay

Autism: Autism means a developmental disability significantly affecting verbal or nonverbal communication and social interaction, generally evident before age three (3) that adversely affects a student's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

The term does not apply if a student's educational performance is adversely affected primarily because the student has an emotional disability as defined in this document.

A student who manifests the characteristics of autism after age three (3) could be identified as having autism if the criteria are satisfied.

A student displays autism when:

- (1) Through evaluation that includes a review of medical records, observation of the child's behavior across multiple environments, and an in-depth social history, the following behaviors are documented:
 - a. Disturbances of speech, language-cognitive, and nonverbal communication: The student displays abnormalities that extend beyond speech to many aspects of the communication process. Communicative language may be absent or, if present, language may lack communicative intent. Characteristics may involve both deviance and delay. There is a deficit in the capacity to use language for social communication, both receptively and expressively.
 - b. Disturbance of the capacity to relate appropriately to people, events, or objects: The student displays abnormalities in relating to people, objects, and events. There is a deficit in the capacity to form relationships with people. The capacity to use objects in an age appropriate or functional manner may be absent, arrested, or delayed. The student may seek consistency in environmental events to the point of exhibiting rigidity in routines.
- (2) The condition adversely affects the student's educational performance.
- (3) The autism is not a result of an emotional disability as defined in this document.

Other Behaviors Which the Student May Exhibit Include:

- (1) Disturbance of developmental rates and sequences: The student may also exhibit delays, arrests, or regressions in physical, social, or learning skills. Areas of precocious skill development may also be present, while other skills may develop at normal or extremely depressed rates. The order of skill acquisition frequently does not follow normal developmental patterns.
- (2) Disturbances of responses to sensory stimuli: The student's behavior may also range from being hyperactive to being unresponsive to people and objects in their environment and can

alternate between these two (2) states over periods ranging from hours to months. Disturbances may be apparent in auditory, visual, olfactory, gustatory, tactile, and kinesthetic responses. The student may respond to stimulation inappropriately and in repetitive or nonmeaningful ways.

Deaf/Blindness: Deaf/Blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.

A student is deaf/blind when:

- (1) Both visual and hearing impairments are present as described in the criteria for Hearing Impairment/Deafness and Visual Impairment/Blindness, and
- (2) The impairments together cause severe communication, developmental, and educational needs.

Emotional Disturbance: Emotional Disturbance means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a student's educational performance:

- (1) An inability to learn that cannot be explained by intellectual, sensory, or health factors;
- (2) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- (3) Inappropriate types of behavior or feelings under normal circumstances;
- (4) A general pervasive mood of unhappiness or depression; and,
- (5) A tendency to develop physical symptoms or fears associated with personal or social problems.

The term includes schizophrenia, but does not apply to students who are socially maladjusted unless it is determined they have an emotional disturbance.

A student displays an emotional disturbance when:

- (1) Through evaluation procedures that must include observation of behavior in different environments and an in-depth social history, the student displays one of the following characteristics:
 - a. An inability to learn that cannot be explained by intellectual, sensory, or health factors;
 - b. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
 - c. Inappropriate types of behavior or feelings under normal circumstances;
 - d. A general pervasive mood of unhappiness or depression; and,

- e. A tendency to develop physical symptoms or fears associated with personal or social problems.
- (2) The characteristic(s) must have existed to a marked degree and over an extended period of time. In most cases, an extended period of time would be a range from two (2) through nine (9) months depending upon the age of the student and the type of behavior occurring. For example, a shorter duration of disturbance that interrupts the learning process in a younger student might constitute an extended period of time. Difficulties may have occurred prior to the referral for evaluation; and,
 - (3) The emotional disturbance adversely affects the student's educational performance.

NOTE: Manifestations of an emotional disturbance can be observed along a continuum ranging from normal behavior to severely disordered behavior. Students who experience and demonstrate problems of everyday living and/or those who develop transient symptoms due to a specific crisis or stressful experience are not considered to have an emotional disturbance.

Hearing Impairment and Deafness: Hearing Impairment means an impairment in hearing, whether permanent or fluctuating, that adversely affects a student's educational performance, but is not included in the following definition for deafness. Deafness means a hearing impairment that is so severe that the student is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a student's educational performance.

A student displays a Hearing Impairment/Deafness when:

- (1) A hearing impairment has been diagnosed by an audiologist, and
- (2) The hearing impairment adversely affects the student's educational performance.

Intellectual Disability: Intellectual Disability means significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior manifested during the developmental period that adversely affects a student's educational performance.

A student displays intellectual disability when:

- (1) The student performs 2.0 Standard Deviations below their peers of equivalent age, ethnic, and cultural background when measured by a standardized instrument of cognitive ability;
- (2) Adaptive behavior refers to the effectiveness with which a student meets the standards of personal independence and social responsibility expected of his/her age and cultural group. Adaptive behavior assessments should be completed by two or more adults who are familiar with the child's functional performance, including a parent or guardian when possible. The student displays significant deficits in adaptive behavior functioning when results from two raters using a standardized adaptive behavior instrument produce composite scores 2.0 Standard Deviations below the mean. When the criterion is met on one composite score, a second score allowing for the standard error of measurement may be accepted. There should

be a significant positive correlation between the student's intellectual ability and adaptive behavior; and,

- (3) The disability adversely affects the student's educational performance. The description of adverse educational impact is supported by information gained through a comprehensive evaluation including observation of the student's academic and functional performance completed in a variety of educational settings.

Multiple Disabilities: Multiple Disabilities means concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf/blindness.

A student displays multiple disabilities when:

- (1) Concomitant impairments occur, and
- (2) The impairments together cause severe educational needs.

Orthopedic Impairment: Orthopedic Impairment means a severe orthopedic impairment that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (e.g., club foot, absence of some member, etc.), impairments caused by disease (poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations and fractures, or burns that cause contractures).

A student displays a physical impairment when:

- (1) An orthopedic impairment has been diagnosed by a licensed physician, and
- (2) The physical impairment adversely affects the student's educational performance.

Other Health Impairment: 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, such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette Syndrome, and adversely affects a student's educational performance.

A student displays a Health Impairment when:

- (1) A health impairment has been diagnosed by a licensed physician, licensed assistant physician, Missouri State Board of Nursing recognized advance practice registered nurse, licensed psychologist, licensed professional counselor, licensed clinical social worker, or school psychologist, and

- (2) The health impairment adversely affects the student's educational performance. The description of adverse educational impact is supported by information gained through a comprehensive evaluation including observation of the student's academic and functional performance completed in a variety of educational settings.

Specific Learning Disability: Specific Learning Disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, which may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term does not include learning problems that are primarily the result of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or, limited English proficiency.

A student has a specific learning disability when:

- (1) The student does not achieve adequately for the student's age or to meet state approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or state approved grade-level standards:
- a. Oral Expression
 - b. Listening Comprehension
 - c. Written Expression
 - d. Basic Reading Skill
 - e. Reading Fluency Skills
 - f. Reading Comprehension
 - g. Mathematics Calculation; and,
 - h. Mathematics Problem Solving
- (2) The student does not make sufficient progress to meet age or state approved grade-level standards in one or more of the areas identified above when using a process based on the student's response to scientific, research-based intervention; or the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments, consistent with 34 CFR 300.307-300.311. A pattern of strengths and weaknesses is defined as a severe discrepancy between achievement and intellectual ability of at least 1.5 standard deviations; and,
- (3) The group determines that its findings under this section are not primarily the result of:
- a. A visual, hearing, or motor disability;
 - b. Intellectual disability;
 - c. Emotional disturbance;
 - d. Cultural factors;

- e. Environmental or economic disadvantage;
 - f. Limited English Proficiency;
 - g. Lack of appropriate instruction in reading, including the essential components of comprehensive literacy instruction (as defined in section 2221(b)(1) of the ESEA);
 - h. Lack of appropriate instruction in math; and,
- (4) To ensure that underachievement in a student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:
- a. Data that demonstrate that prior to or as part of the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel, and
 - b. Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parents.

Professional Judgment

If a responsible public agency uses a severe discrepancy method: A student who does not display a discrepancy of at least 1.5 standard deviations as defined above, may nonetheless be deemed to have a specific learning disability if:

- (1) The student meets the other criteria of this rule; and
- (2) Based upon professional judgment and review of formal and informal assessments, the evaluation team concludes that a severe discrepancy exists.

In such cases, sufficient data must be presented in the evaluation report to document the existence of a specific learning disability.

It is the policy of the state of Missouri that any agency using a Response to Intervention model for the identification of Specific Learning Disability, must have written procedures for implementation that, at a minimum, incorporate guidelines developed by the SEA which are found on the Department website.

Speech or Language Impairment: Speech or Language Impairment means a communication disorder, such as stuttering, impaired articulation, language impairment, or voice impairment that adversely affects a student's educational performance.

A language impairment is present when a comprehensive communication assessment documents all of the following:

- (1) The language impairment adversely affects the student's educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum.

- (2) The student's overall language functioning is significantly below age expectations as measured by two or more composite standard scores on standardized language assessments. The composite language score reflects both receptive and expressive language function in a single standard score. Significantly below is defined as 1.75 standard deviations or more below the mean for students who are kindergarten age eligible and older. A public agency may accept a second composite score allowing for the standard error of measurement when the criterion is met on the other composite score. The agency may adopt written procedures for utilization of reasonable variances that enable a student to meet the standard score criterion in highly unique situations such as English Learners.
- (3) Young child with a developmental disability criteria (communication area) shall be used for eligibility determinations for children who are three (3) to five (5) years of age but not yet kindergarten eligible.
- (4) The student consistently displays inappropriate or inadequate language that impairs communication in the student's educational environment as documented by structured qualitative procedures such as a formal language sample, classroom observations, curriculum based assessments, teacher/parent checklists/interviews, or other clinical tasks.
- (5) The language impairment is not a result of dialectal differences or second language influence.

A Sound System Disorder, which includes articulation and/or phonology, is present when:

- (1) The Sound System Disorder adversely affects the student's educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- (2) The student exhibits a significant delay of at least one year in correct sound production based on the state designated normative data in the table below after administering a single word test and/or a sentence/phrase repetition task and a connected speech sample with consideration given to the type of error recorded (substitutions, omissions, distortions, and/or additions). These errors may be described as single sound errors or errors in phonological patterns. However, if the student does not exhibit a significant delay of at least one year in correct sound production, but there are multiple errors in the sound system which are collectively so severe that the student's speech is unintelligible, the public agency may establish the student as having a sound system disorder; and,
- (3) The sound system disorder is not a result of dialectal differences or second language influence.

Phoneme	Chronological Age	Phoneme	Chronological Age	Word initial clusters	Chronological Age
/ m /	3:0	/ -f /	5:6	/ tw kw /	5:6
/ n /	3:6	/ v /	5:6	/ sp st sk /	7:0
/ ŋ / (ng)	7:0	/ θ / (th)	8:0	/ sm sn /	7:0
/ h /	3:0	/ ð / (th)	7:0	/ sw /	7:0
/ w /	3:0	/ s /	7:0	/ sl /	7:0
/ j / (y)	5:0	/ z /	7:0	/ pl bl kl gl fl /	6:0
/ p /	3:0	/ ʃ / (sh) /	7:0	/pr br tr dr kr gr fr /	8:0
/ b /	3:0	/tʃ / (ch)	7:0	/ θr /	9:0
/ t /	4:0	/ dʒ / (j)	7:0	/ skw /	7:0
/ d /	3:6	/ ʒ / (zh)	8:0	/ spl /	7:0
/ k /	3:6	/ l- /	6:0	/ spr str skr /	7:0
/ g /	4:0	/ -l /	7:0		
/ f- /	3:6	/ r /	8:0		

A fluency impairment is present when a comprehensive communication assessment documents all of the following:

- (1) The fluency impairment adversely affects the student's educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- (2) The student's fluency is significantly below the norm as measured by speech sampling in a variety of contexts and impairs communication in the student's educational environment as documented by structured qualitative procedures such as classroom observations, curriculum based assessments, teacher/parent checklists/interviews, or other clinical tasks; and,
- (3) The student consistently exhibits at least one of the following symptomatic behaviors of dysfluency:
 - a. sound, syllabic, or word repetition;
 - b. prolongations of sounds, syllables, or words;
 - c. avoidance;
 - d. blockages; or,
 - e. hesitations.

A voice impairment is present when a comprehensive communication assessment documents all of the following:

- (1) The voice impairment adversely affects the student's educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;

- (2) The student consistently exhibits deviations in pitch, quality, or volume;
- (3) The student's voice is discrepant from the norm as related to his/her age, sex, and culture and is distracting to the listener; and,
- (4) The voice impairment is not the result of:
 - a. a medical condition that contraindicates voice therapy intervention;
 - b. a temporary condition such as: normal voice changes, allergies, colds, or other such conditions; or,
 - c. a dialectal difference or second language influence.

Traumatic Brain Injury (TBI): Traumatic Brain Injury means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability, psychosocial impairment, or both that adversely affects a student's educational performance. The term includes 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, psychological behavior, physical functions, information processing, and speech. The term does not include brain injuries that are congenital or degenerative or to brain injuries induced by birth trauma.

A student has a Traumatic Brain Injury when:

- (1) A traumatic brain injury/head injury has been diagnosed by a licensed physician or through a neuropsychological assessment, and
- (2) The student's educational performance is adversely affected by deficits in acquisition, retention, and/or generalization of skills. Students with a brain injury may have rapidly changing profiles, therefore, educational assessment should include current documentation of the student's functional capabilities and indicate deficits in one or more of the following areas:
 - a. Building or maintaining social competence;
 - b. Performance of functional daily living skills across settings;
 - c. The ability to acquire and retain new skills; and,
 - d. The ability to retrieve prior information.

Professional Judgment

A student may also be deemed eligible if the student displays characteristics of TBI even though a medical diagnosis of head injury has not been made by a physician. In such cases, substantial data to document the medical basis for a head injury must be present in the evaluation report.

Visual Impairment/Blindness: Visual Impairment, including blindness, means an impairment in vision that, even with correction, adversely affects a student’s educational performance. The term includes both partial sight and blindness.

Young Child with a Developmental Delay: Young Child with a Developmental Delay means a child ages three (3) through five (5) who is experiencing developmental delays, as measured by appropriate evaluation instruments and procedures, in one or more of the following areas: physical development, cognitive development, communication development, social or emotional development, or adaptive development, and who need special education and related services.

Note: LEAs in Missouri are not required to adopt and use the term “Young Child with a Developmental Delay” for any children in their jurisdiction. However, if an LEA uses the term “Young Child with a Developmental Delay,” the LEA must conform to both the state’s definition of the term and the age range.

A child has a developmental delay when:

For children ages three (3) through five (5) (not kindergarten age eligible)

- (1) The student’s development is at or below 1.5 standard deviations, or equivalent levels, of the mean in any TWO areas of development OR at or below 2.0 standard deviations, or equivalent levels, in any ONE area of development as compared to typical development. Areas of development that can be used to determine eligibility include physical, cognitive, communication, social/emotional, or adaptive.
- (2) The child needs special education and related services.

Professional Judgment

A child may also be deemed eligible when:

- (1) The evaluation report documents through formal and informal assessment that a significant deficit exists and a child is eligible for services even though the standard scores, or equivalent levels, do not meet the stated criterion levels above, or
- (2) The team may determine that a child, who is functioning above the stated criterion level and because of intensive early intervention, is eligible for services based on expected regression if services were to be terminated.

For students ages five (5) (kindergarten eligible)

- (1) Students kindergarten age eligible may continue eligibility as a Young Child with a Developmental Delay if they were identified as such prior to attaining kindergarten age eligibility.

C. PROCEDURES FOR EVALUATION AND DETERMINATION OF ELIGIBILITY

DESE ensures that each public agency establishes and implements procedures for evaluation and determination of eligibility that meet the requirements of this section.

PARENTAL CONSENT FOR INITIAL EVALUATION

Consent of the parent must be obtained by the responsible public agency from a parent prior to conducting the initial evaluation.

Consent for initial evaluation may not be construed as consent for initial provision of special education and related services. Public agencies 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.

WARD OF THE STATE

For initial evaluations only, if the student is a ward of the state and is not residing with the student's parent, the public agency is not required to obtain informed consent from the parent for an initial evaluation to determine if the student is a student with a disability if:

- (1) The public agency cannot discover the whereabouts of the parent of the student despite reasonable efforts to do so;
- (2) The rights of the parent of the student have been terminated in accordance with state law; and,
- (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

FAILURE TO CONSENT

If the parent of a student enrolled in a public agency or seeking to be enrolled in a public agency does not provide consent for initial evaluation or the parent fails to respond to a request to provide consent, the public agency may, but is not required to, pursue the initial evaluation of the student by utilizing the procedural safeguards (including mediation procedures or due process procedures), if appropriate, except to the extent inconsistent with state law relating to such parental consent. A public agency does not violate its obligation under "child find" or "evaluations and reevaluations" of the Act if it declines to pursue the evaluation.

EVALUATION TIMELINES

The following timelines are adopted by the state for purposes of evaluation. The public agency shall provide the parent with a Notice of Intent to Evaluate as soon as possible, but within thirty (30) calendar days of the date of referral for evaluation. Delays beyond this time may be permitted for

just cause (school breaks for summer or holidays, student illness, etc.) and documented in the student's record.

The evaluation shall be completed and a decision regarding eligibility rendered within sixty (60) calendar days following parent consent or notice, as the case may be. This timeline does not apply if the parent of the student repeatedly fails or refuses to produce the student for evaluation or the student enrolls in another public agency after the timeline has begun and prior to a determination by the student's previous public agency as to whether the student is a student with a disability or there is just cause (school breaks for summer or holidays, student illness, etc.) documented in the student's record.

PARENT REQUEST FOR EVALUATION

Parents may request an evaluation for their student. If the public agency receives such a request, the public agency shall:

- (1) Accept the request and determine in a timely manner, but not more than 30 days from the request, if there is reason to suspect a disability and need for evaluation. Proceed with the evaluation process in accordance with the timelines and requirements set forth in this section, or
- (2) Refuse the request and provide the parent with Notice of Action Refused

INITIAL EVALUATION (34 CFR 300.301)

Each public agency shall conduct a full and individual initial evaluation, in accordance with 34 CFR 300.305 and 34 CFR 300.306, before the initial provision of special education and related services to a student with a disability. This may or may not include additional testing as determined by the evaluation team members.

Either a parent of a student or a public agency may initiate a request for an initial evaluation to determine if the student is a student with a disability.

The initial evaluation must be conducted within the evaluation timelines set forth above and must consist of procedures to determine if the student is a student with a disability as defined in this State Plan and to determine the educational needs of the student.

If a parent of a student repeatedly fails or refuses to produce the student for evaluation or, if a student enrolls in another public agency after the evaluation timeline has begun and prior to the determination by the student's previous public agency as to whether the student is a student with a disability, the sixty (60) day timeframe does not apply. An exception to this applies only if the subsequent public agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the subsequent public agency agree to a specific time when the evaluation will be completed.

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

REEVALUATIONS (34 CFR 300.303)

A public agency must ensure that a reevaluation of each student with a disability is conducted if the public agency determines that the educational or related services needs, including improved academic achievement and functional performance of the student warrant a reevaluation or if the student's parent or teacher requests a reevaluation.

A reevaluation may occur not more than once a year, unless the parent and the public agency agree otherwise. A reevaluation must occur at least once every three years, unless the parent and the public agency agree that a reevaluation is unnecessary.

For parent or public agency requested reevaluations, initial evaluation timelines specified in this section must be followed.

EVALUATION PROCEDURES (34 CFR 300.304)

The public agency must provide notice to the parents of a student with a disability that describes any evaluation procedures including, but not limited to, standardized and non-standardized tests, classroom observations, functional behavioral assessments (FBAs), interviews that the public agency proposes to conduct. Each public agency shall ensure, at a minimum, that the following requirements are met:

- (1) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the student, including information provided by the parent, and information related to enabling the student to be involved in and progress in the general curriculum (or for a preschool student, to participate in appropriate activities), that may assist in determining whether the student is a student with a disability and the content of the student's IEP.
- (2) No single measure or assessment is used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for a student.
- (3) The public agency uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (4) Assessments and other evaluation materials used to assess a student under Part B of the Act are selected and administered so as not to be discriminatory 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 most likely to yield accurate information on what the

student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer.

- (5) Assessments and other evaluation materials used to assess a student are used for the purposes for which the assessments or measures are valid and reliable and are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test or the method of test administration) must be included in the evaluation report.
- (6) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (7) Assessments are selected and administered so as best to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test 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 impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (8) The student is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (9) Assessments of students with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with those students' prior and subsequent public agency as necessary and as expeditiously as possible to ensure prompt completion of full evaluations.
- (10) In evaluating each student with a disability, the evaluation is sufficiently comprehensive to identify all of the student's special education and related services needs, whether or not commonly linked to the disability category in which the student has been classified.
- (11) The public agency uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the student.

ADDITIONAL REQUIREMENTS FOR EVALUATIONS AND REEVALUATIONS (34 CFR 300.305)

As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of IDEA, the IEP Team and other qualified professionals, as appropriate, shall review existing evaluation data on the student, including evaluations and information provided by the parents of the student, current classroom-based, local or state assessments, classroom based observations, and observations by teachers and related services providers. On the basis of that review and input

from the student's parents, the IEP Team and other qualified professionals, as appropriate, shall identify what additional data, if any, are needed to determine:

- (1) Whether the student has a particular category of disability and the educational needs of the student, or in case of a reevaluation of a student, whether the student continues to have such a disability and the educational needs of the student;
- (2) The present levels of academic achievement and related developmental needs of the student;
- (3) Whether the student needs special education and related services, or in the case of a reevaluation of a student, whether the student continues to need special education and related services; and,
- (4) Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general curriculum.

The group making these decisions may conduct its review without a meeting. The public agency must administer tests and other evaluation methods as may be needed to produce the data to make an eligibility determination and develop an IEP as listed in (1) through (4) above.

If the determination of the group is that no additional data are needed to determine whether the student continues to be a student with a disability, the public agency shall notify the student's parents of that determination and the reasons for it, and of the right of the parents to request an assessment to determine whether, for purposes of services under the Individuals with Disabilities Education Act, the student continues to be a student with a disability, and to determine the student's educational needs.

If the parent requests assessment, even though the determination has been made that no additional data are needed, the public agency must grant the request if the issue is continued eligibility under Part B of IDEA or to determine the student's educational needs.

A public agency must evaluate a student with a disability before determining that the student is no longer a student with a disability. An evaluation is not required before the termination of a student's eligibility due to graduation from the public agency with a regular diploma or due to reaching the age of twenty-one (21).

A public agency must provide a student whose eligibility terminates due to graduation from the public agency with a regular diploma or due to reaching the age of twenty-one (21) a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting the student's post secondary goals.

DETERMINATION OF ELIGIBILITY (34 CFR 300.306)

Upon completing the administration of tests and other evaluation materials, a group of qualified professionals and the parent of the student must determine whether the student is a student with a disability and the educational needs of the student. The public agency must provide a copy of the evaluation report which documents the determination of eligibility at no cost to the parent.

In interpreting evaluation data for the purpose of determining if a student is a student with a disability and the educational needs of the student, each public agency must – (i) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the student’s physical condition, social or cultural background, and adaptive behavior; and, (ii) Ensure that information obtained from all of these sources is documented and carefully considered.

If a determination is made that a student has a disability and needs special education and related services, an IEP must be developed for the student in accordance with this state plan.

EVALUATION REPORT

Each public agency shall develop a written Evaluation Report for all initial evaluations and any reevaluations which required additional testing or resulted in a change in eligibility.

The evaluation report must include a:

- (1) Statement of whether the student has a specific disability as defined in Regulation III of this document;
- (2) Synthesis of information from the evaluation that demonstrates consideration was given to all areas of functioning;
- (3) Basis for making the determination of eligibility for a disability including the disability’s adverse effect on the student’s education and the student’s need for specialized instruction;
- (4) Statement that the disability is not a result of lack of appropriate instruction in reading, including the essential components of comprehensive literacy instruction (as defined in section 2221(b)(1) of the ESEA) or lack of appropriate instruction in math or Limited English proficiency; and,
- (5) List of the individuals who were in attendance at the eligibility determination meeting and their role.

The Evaluation Report for students identified as Specific Learning Disabled must include items above and the following:

- (1) Relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to academic functioning;
- (2) Educationally relevant medical findings, if any;

(3) Whether the student:

- a. Does not achieve adequately for the student's age or to meet state approved grade-level standards, and
- b. Does not make sufficient progress to meet age or state approved grade-level standards, or
- c. Exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state approved grade-level standards, or intellectual development;

(4) The determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or Limited English proficiency on the student's achievement level;

(5) If the student has participated in a process that assesses the student's response to scientific, research-based intervention:

- a. The instructional strategies used,
- b. The student-centered data collected,
- c. Documentation that the student's parents were notified about:
 - The state's policies regarding the amount and nature of student performance data that would be collected,
 - The general education services that would be provided,
 - The strategies for increasing the student's rate of learning, and
 - the parents right to request an evaluation; and,

(6) Each team member shall certify in writing whether the report reflects his/her conclusion; if it does not reflect his/her conclusion, the team member must submit a separate statement presenting his/her conclusions.

DETERMINATION OF ELIGIBILITY FOR YOUNG CHILDREN AGES 3 THROUGH 5

Public agencies shall, through approved public agency policy, determine eligibility for children ages three (3) through five (5) (not kindergarten age eligible) using one of the following methods:

- (1) Identify all children using any of the disability categories except that of Young Child with a Developmental Delay (YCDD) and Language Impairment; or,
- (2) Identify all children as eligible using only the category of Young Child with a Developmental Delay (YCDD); or,
- (3) Identify all children as eligible using any of the disability categories, other than Language Impairment, including that of Young Child with a Developmental Delay (YCDD).

For a child with a disability who becomes Kindergarten age eligible (age five (5) before August 1), public agencies shall, through approved public agency policy, choose one of the following methods to determine continuing eligibility for special education:

- (1) If the public agency selected methods (2) or (3) for identifying children ages three (3) through five (5) (not kindergarten age eligible) described above, they may either:
 - a. Continue a child as eligible under the Young Child with a Developmental Delay (YCDD) or
 - b. Apply any disability category other than Young Child with a Developmental Delay (YCDD).
- (2) If the public agency selected method (1) above for identifying children ages three (3) through five (5) (not kindergarten age eligible) described, all children will continue to be identified as eligible using any disability category other than Young Child with a Developmental Delay (YCDD).
- (3) Students who are kindergarten age eligible (age five (5) before August 1) and have not been identified as eligible for special education in prior years, must meet criteria of any disability category other than Young Child with a Developmental Delay (YCDD).
- (4) Students who are first grade age eligible (age six (6) before August 1) must meet criteria of any disability category other than Young Child with a Developmental Delay (YCDD).

D. ADDITIONAL PROCEDURES

DETERMINATION OF ELIGIBILITY FOR STUDENTS WITH SPECIFIC LEARNING DISABILITIES (34 CFR 300.307)

The state has adopted criteria for determining whether a student has a specific learning disability. The criteria adopted by the state does not require the use of a severe discrepancy between intellectual ability and achievement for determining whether a student has a specific learning disability and permits the use of a process based on the student's response to scientific, research based intervention.

Public agencies in the state must use the state criteria in determining whether a student has a specific learning disability.

ADDITIONAL GROUP MEMBERS 34 CFR 300.308

The determination of whether a student suspected of having a specific learning disability is a student with a disability must be made by the student's parents and a team of qualified professionals that must include:

- (1) The student's regular teacher or, if the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of his or her age; for a student of less than

school age, an individual qualified by the Department to teach a student of his or her age, and

- (2) At least one person qualified to conduct individual diagnostic examinations of students, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

EXTENSION OF EVALUATION TIMELINES WHEN DETERMINING ELIGIBILITY FOR SPECIFIC LEARNING DISABILITIES

The public agency must promptly request parental consent to evaluate the student to determine if the student needs special education and related services and must adhere to the evaluation timelines, unless extended by mutual written agreement of the student's parents and the evaluation professionals:

- (1) If prior to a referral, a student has not made adequate progress after an appropriate period of time when provided instruction, as described in the preceding section for Specific Learning Disability (4) a. and b., and
- (2) Whenever a student is referred for an evaluation.

OBSERVATION (34 CFR 300.310)

The public agency must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of difficulty.

The group determining whether a student has a specific learning disability must decide to:

- (1) Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation, or
- (2) Have at least one member of the group conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent is obtained.

In the case of a student of less than school age, a team member shall observe the student in an environment appropriate for a student of that age.

Listed below are the statutes of the state of Missouri which provide the legal basis and source for Missouri's policy.

- (1) Section 162.700 RSMo Evaluations
- (2) Section 162.700(2), RSMo Eligibility determination
- (3) Section 162.945, RSMo-Notice of evaluation results

REGULATION IV: FAPE/IEP/LRE

A. FREE APPROPRIATE PUBLIC EDUCATION

It is the policy of the state of Missouri that all children/students with disabilities ages three (3) to twenty-one (21) years, as prescribed by Missouri statutes and residing in the state, have a right to a free appropriate public education (FAPE), including students with disabilities who have been suspended or expelled from school.

The term "students with disabilities" as used in this document includes all students defined as "handicapped" and "severely handicapped" in accordance with 162.675(1) and (3) RSMo and the Individuals with Disabilities Education Act (IDEA). Definitions of each disabling condition are found in this document.

A free appropriate public education (FAPE) is defined to include regular and special education and related services which:

- (1) Are provided at public expense, under public supervision and direction, and without charge to the parent;
- (2) Meet the educational standards of the State Education Agency pertaining to the education of students with disabilities;
- (3) Includes preschool, elementary school, and secondary school education; and,
- (4) Are provided in conformity with the individualized education program (IEP).

FAPE FOR CHILDREN/STUDENTS BEGINS AT AGE THREE (3)

The state of Missouri ensures that FAPE is available to each eligible child/student residing in the state no later than the child's third birthday. An IEP must be in effect by the child's third birth date. If the child's third birth date occurs during the summer, the child's IEP Team shall determine the date when the services under the IEP will begin. This State Plan and the Part C State Plan outline procedures that both the Part B and Part C systems must complete to assure a smooth transition for children eligible for the Part C program and eligible for Part B services to receive services at age three (3).

FAPE FOR STUDENTS SUSPENDED OR EXPELLED FROM SCHOOL

A public agency is not required to provide services to a student with a disability who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student without disabilities who has been similarly removed.

In the case of a student with a disability who has been removed from the provision of special education and related services, including maintaining the student's special education placement,

for more than ten (10) school days in a school year the public agency, for the remainder of the removals must:

- (1) Provide services to the extent necessary to enable the student to continue to progress in the general curriculum, although in another setting, and to progress toward achieving the goals in the student's IEP if the removal is:
 - a. Under the school personnel's authority to remove for not more than ten (10) consecutive school days as long as that removal does not constitute a change of placement, or
 - b. For behavior that is not a manifestation of the student's disability and results in a disciplinary change of placement.

STUDENTS ADVANCING FROM GRADE TO GRADE

The state of Missouri ensures that FAPE is available to any individual student with a disability who needs special education and related services, even though the student has not failed or been retained in a course or grade, and is advancing from grade to grade. The determination that such a student is eligible for services must be made on an individual basis by the group of individuals within the student's public agency that is responsible for making those determinations.

EXCEPTIONS TO FAPE

Public agencies in Missouri are not required to provide FAPE to the following students and youth:

- (1) Youth with disabilities who reach the age of twenty-one (21).
- (2) Students who have graduated from high school with a regular high school diploma. The term, regular high school diploma does not include an alternative degree that is not fully aligned with the state's academic standards, such as a certificate of attendance or a High School Equivalency (HSE) certificate. Graduation from high school with a regular high school diploma constitutes a change in placement, requiring prior written notice in accordance with 34 CFR 300.503.
- (3) Students whose parent has refused to consent to the receipt of special education and related services or has failed to respond to a request to provide such consent.
- (4) Parentally placed private school students with disabilities.
- (5) Students with disabilities who receive early intervention services under Part C of the Act.

CONTINUING REQUIREMENT FOR FAPE

Students who have participated in a graduation ceremony or who have obtained a High School Equivalency (HSE) certificate, but have not been awarded a regular high school diploma, continue to be eligible to receive FAPE if they are under twenty-one (21) years of age.

AGENCY RESPONSIBLE FOR FAPE

The public agency or special school district in which a student with a disability resides is responsible for implementation of FAPE. Students with disabilities or severe disabilities who are admitted to programs and facilities of the Department of Mental Health or whose domicile is in one public agency, but actually reside in another public agency as a result of a placement arranged by or approved by the Department of Mental Health, the Department of Social Services, or a court of competent jurisdiction shall be provided special education and related services in the public agency where the student actually resides.

The Department of Mental Health, the Department of Social Services, or a court of competent jurisdiction may provide or procure special education and related services for such students.

The Department of Mental Health shall provide special education and related services for students with disabilities, ages three (3) to twenty-one (21), whose domicile is in one public agency, but actually reside in another public agency if said student has been determined by the Department of Mental Health to be dangerous to himself/herself or others or is determined to be medically fragile.

The Department of Corrections shall provide special education and related services to those youth who are determined eligible for special education services at the time of their admittance to the correctional system.

The following requirements do not apply to those students with disabilities who are convicted as adults under state law and incarcerated in adult prisons:

- (1) The requirement to participate in state and public agency assessments, and
- (2) The requirement relating to transition planning and transition services if their eligibility for Part B services 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 of a student with a disability, who is convicted as an adult under state law and incarcerated in an adult prison, may modify the student's IEP or placement if the Department of Corrections has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. The requirements relating to LRE do not apply.

The Department of Social Services, Division of Youth Services (DYS) shall provide special education and related services or arrange for such services with other agencies and schools where DHS releases such students. Students and youth with disabilities who have been assigned to programs by a court and meet eligibility will continue to receive services by said program.

Listed below are the statutes of the state of Missouri which provide the legal basis and source Missouri's policy relating to FAPE.

- (1) Section 162.670, RSMo
- (2) Section 162.675, RSMo

- (3) Section 162.680, RSMo
- (4) Section 217.355(4), RSMo
- (5) Section 162.700(1), RSMo
- (6) Section 219.021, RSMo
- (7) Article IV, Section 37(a), Missouri Constitution

B. METHODS OF ENSURING SERVICES (34 CFR 300.154)

ESTABLISHING RESPONSIBILITY FOR SERVICES

The Assistant Commissioner of Special Education for DESE ensures that an interagency agreement or other mechanism for interagency coordination is in effect between each noneducational public agency and DESE, in order to ensure that all services that are needed to ensure FAPE are provided, including the provision of these services during the pendency of any interagency dispute. The agreement or mechanism must include the following:

- (1) Agency Financial Responsibility: An identification of or a method for defining the financial responsibility of each agency for providing services to ensure FAPE to students with disabilities. The financial responsibility of each noneducational public agency, including the state Medicaid agency and other public insurers of students with disabilities, must precede the financial responsibility of the public agency (or the state agency responsible for developing the student's IEP);
- (2) Conditions and Terms of Reimbursement: The conditions, terms, and procedures under which the responsible agency must be reimbursed by other agencies;
- (3) Interagency Disputes: Procedures for resolving interagency disputes (including procedures under which the responsible public agency may initiate proceedings) under the agreement or other mechanism to secure reimbursement from other agencies or otherwise implement the provisions of the agreement or mechanism; and,
- (4) Coordination of Services Procedures: Policies and procedures for agencies to determine and identify the interagency coordination responsibilities of each agency to promote the coordination and timely and appropriate delivery of services.

OBLIGATION OF NONEDUCATIONAL PUBLIC AGENCIES

If any public agency other than an educational agency is otherwise obligated under federal or state law, or assigned responsibility under state policy to provide or pay for any services that are also considered special education or related services (such as, but not limited to, services described in 34 CFR 300.6 relating to assistive technology devices, 34 CFR 300.5 relating to assistive technology services, 34 CFR 300.34 relating to related services, 34 CFR 300.42 relating to supplementary aids and services, and 34 CFR 300.43 relating to transition services) that are necessary for ensuring FAPE to students with disabilities within the state, the public agency shall fulfill that obligation or responsibility, either directly or through contract or other arrangement.

A noneducational public agency may not disqualify an eligible service for Medicaid reimbursement because that service is provided in a school context. If a public agency other than an educational agency fails to provide or pay for the special education and related services, the public agency (or state agency responsible for developing the student's IEP) shall provide or pay for these services to the student in a timely manner. The public agency or state agency may then claim reimbursement for the services from the noneducational public agency that failed to provide or pay for these services and that agency shall reimburse in accordance with the terms of the interagency agreement or other mechanism and the conditions and terms of reimbursement.

C. INDIVIDUALIZED EDUCATION PROGRAM

DEFINITION OF IEP (34 CFR 300.320)

The term Individualized Education Program or IEP means a written statement for each student with a disability that is developed, reviewed, and revised in a meeting and must include a:

- (1) 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 (i.e., the same curriculum as for nondisabled students), or for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities, and for students with disabilities who take alternative assessments aligned to alternative achievement standards, a description of benchmarks or short-term objectives;
- (2) 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 (i.e., the same curriculum as for nondisabled students), or for preschool children, as appropriate, to participate in appropriate activities, and meeting each of the child's other educational needs that result from the child's disability. Measurable goals are specific to a particular skill or behavior to be achieved, measurable/quantifiable, attainable, results oriented, time-bound, and can reasonably be accomplished within the duration of the IEP. For students with disabilities who take alternative assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
- (3) 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, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals;
 - b. Be involved in and make progress in the general education curriculum;
 - c. Participate in extracurricular and other nonacademic activities; and,

- d. Be educated and participate with other student with disabilities and nondisabled student in the activities described in this paragraph.

This statement must specify whether the student needs transportation as a related service. If the IEP Team determines transportation is not necessary as a related service, the IEP document must reflect this.

- (4) Statement of the student's participation in physical education;
- (5) Explanation of the extent, if any, to which the student will not participate with nondisabled student in the regular class and in activities described in letter C above;
- (6) Statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments. If the IEP Team determines that the student shall take an alternative assessment on a particular state or district-wide assessment of student achievement, a statement of why the student cannot participate in the regular assessment, and why the particular alternate assessment is appropriate for the student;
- (7) Projected date for the beginning of the services and modifications described in letter C above, and the anticipated frequency, location, and duration of those services and modifications;
- (8) Description of how the student progress toward the annual goals described in letter B above 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;
- (9) Listing of the individuals who attended the IEP meeting and their role (indicates attendance only not necessarily agreement with the IEP);
- (10) Statement indicating the student eligibility or ineligibility for extended school year services; and,
- (11) Statement of the placement considerations and decision.

As appropriate, the IEP must also include:

TRANSITION SERVICES

- (1) Beginning not later than the first IEP to be in effect when the student is sixteen (16), or younger if determined appropriate by the IEP team, and updated annually thereafter appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; the transition services (including courses of study) needed to assist the student in reaching those goals, and

- (2) Beginning not later than one year before the student reaches age eighteen (18), a statement that the student has been informed of his or her rights under Part B of IDEA and that those rights will transfer to the student upon reaching the age of majority.

FOR STUDENTS WHO ARE BLIND OR VISUALLY IMPAIRED

- (1) The specific goals and objectives which specify the competencies in reading and writing Braille to be taught during the school year;
- (2) Means by which Braille will be implemented through integration with normal classroom activities;
- (3) The date on which Braille instruction will commence;
- (4) The level of competency in Braille reading and writing expected to be achieved by the end of the period covered in the IEP;
- (5) The duration of each session;
- (6) If the IEP Team determines that Braille instruction is not appropriate for a student with blindness or visual impairments, the basis for that determination shall be documented on the IEP; and,
- (7) That a referral to Rehabilitation Services for the Blind has been discussed and the decision of the parent regarding the referral.

SPECIAL CONSIDERATIONS

In developing each student's IEP, the IEP Team must consider:

- (1) The strengths of the student;
- (2) The concerns of the parents for enhancing the education of their student;
- (3) The results of the initial or most recent evaluation of the student; and,
- (4) The academic, developmental, and functional needs of the student.

The IEP Team must also:

- (1) In the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior (for students for whom a Behavior Intervention Plan is developed, the Plan must be included in the IEP);

- (2) In the case of a student with limited English proficiency, consider the language needs of the student as those needs relate to the student's IEP;
- (3) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider 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; and,
- (4) Consider whether the student requires assistive technology devices and services.

Nothing in this section shall be construed to require that additional information be included in a student's IEP beyond what is explicitly required in this section, and the IEP Team to include information under one component of a student's IEP that is already contained under another component of such IEP.

IEP TEAM (34 CFR 300.321)

Public agencies shall ensure that the IEP Team for each student with a disability includes:

- (1) The parents of the student;
- (2) Not less than one regular education teacher of the student (if the student is or may be participating in the regular education environment);
- (3) Not less than one special education teacher of the student, or, where appropriate, not less than one special education provider of the student;
- (4) A representative of the public agency who is qualified to provide or supervise the provisions of specially designed instruction to meet the unique needs of students with disabilities, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of the public agency and able to commit the resources of the agency;
- (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in 2 through 4 of this paragraph;
- (6) At the discretion of the parent or the agency, and with parent written consent, if appropriate, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and,
- (7) Whenever appropriate, the student with a disability.

TRANSITION SERVICES PARTICIPANTS

The public agency shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of the postsecondary 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 meeting, the public agency shall take other steps to ensure that the student's preferences and interests are considered.

To the extent appropriate, with the consent of the parents or a student who has reached the age of majority, in implementing transition services, the public agency also shall invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.

DETERMINATION OF KNOWLEDGE AND EXPERTISE

The determination of knowledge or special expertise of any individual shall be made by the party (parents or public agency) who invited the individual to be a member of the IEP Team. The parents of a student who has reached the age of eighteen (18) may be invited to participate in the IEP Team meeting by either the student or the public agency.

DESIGNATING A PUBLIC AGENCY REPRESENTATIVE

A public agency may designate another public agency member of the IEP Team to also serve as the agency representative (IEP Team participant D above) if they satisfy the criteria specified for that role.

IEP TEAM ATTENDANCE

A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a student with a disability and the public agency agree, in writing, that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

A member of the IEP Team may be excused from attending an IEP 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 public agency 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.

INITIAL IEP TEAM MEETING FOR A CHILD UNDER PART C

In the case of a child who was previously served under Part C (First Steps), an invitation to the initial IEP Team meeting must, at the request of the parent, be sent to the Part C service coordinator or other representative of the Part C system to assist with the smooth transition of services.

PARENT PARTICIPATION (34 CFR 300. 322)

Each public agency shall take steps to ensure that one or both of the parents of a student with a disability are present at each IEP meeting or are afforded the opportunity to participate, including

notifying the parents of the meeting early enough to ensure they will have an opportunity to attend and scheduling the meeting at a mutually agreed on time and place. The participants who will be invited to attend on behalf of the public agency are indicated by specific position(s) within the agency and, if possible, should include the name.

INFORMATION PROVIDED TO PARENTS

The notice to parents must indicate the purpose, time, and location of the meeting; who will be in attendance; and inform the parent that the parent and the public agency can invite individuals to the meeting that they believe have knowledge or special expertise regarding their student. The determination as to whether an individual has knowledge or special expertise is made by the parent or public agency who invited the individual to be a member of the IEP Team. In the case of an initial IEP Team meeting for a student who has participated in Part C (First Steps), the notice must inform the parent, that at their request, an invitation to the initial IEP meeting shall be sent to the Part C service coordinator or other representatives of the Part C system.

For a student with a disability beginning not later than the first IEP to be in effect when the student is sixteen (16) or younger, if determined appropriate by the IEP Team, and annually thereafter, the notice must indicate:

- (1) That a purpose of the meeting is the consideration of the postsecondary goals and transition services for the student;
- (2) That the agency will invite the student; and,
- (3) Identify any other agency that will be invited to send a representative.

OTHER MEASURES TO ENSURE PARENT PARTICIPATION

If neither parent can attend, the public agency shall use other methods to ensure parent participation, including conference telephone calls, or video conferences, consistent with 34 CFR 300.328.

CONDUCTING AN IEP MEETING WITHOUT A PARENT IN ATTENDANCE

A meeting may be conducted without a parent in attendance if the public agency is unable to convince the parents that they should attend. In this case, the public agency must have a record of at least two (2) separate attempts to arrange a mutually agreed on time and place, such as:

- (1) Detailed records of telephone calls made or attempted and the results of those calls;
- (2) Copies of correspondence sent to the parents and any responses received; or,
- (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.

The second attempt to schedule a meeting with the parent must be a direct contact. A direct contact includes regular or certified mail, phone call, or in person contact.

USE OF INTERPRETERS OR OTHER ACTION

The public agency shall take whatever action is necessary to ensure that the parent understands the proceedings of the IEP meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English.

PARENT COPY OF THE IEP

The public agency shall provide the parent a copy of the student's IEP at no cost to the parent.

WHEN IEPS MUST BE IN EFFECT (34 CFR 300.323)

At the beginning of the school year, each public agency shall have an IEP in effect for each student with a disability within its jurisdiction who has been determined eligible to receive services under IDEA, Part B.

Each public agency shall ensure that a meeting to develop an IEP is conducted within thirty (30) days of a determination that the student needs special education and related services and that the special education and related services are made available to the student in accordance with the IEP as soon as possible following the IEP meeting.

Each public agency must ensure that:

- (1) The student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation;
- (2) Each teacher and provider are informed of his or her specific responsibilities related to implementing the student's IEP; and,
- (3) The specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.

IN-STATE TRANSFERS

In the case of a student with a disability who transfers public agencies within the same school year, who enrolls in a new public agency, and who had an IEP that was in effect in Missouri, the public agency shall, without delay, provide such student with a free appropriate public education according to the procedures outlined below.

For students with known disabilities who enroll and have a copy of a current evaluation report and IEP the public agency shall place the student, without delay, in the appropriate special education placement and provide FAPE to the student including services comparable to those listed in the

IEP until the public agency either accepts the prior IEP or develops and implements a new appropriate IEP.

If the public agency does not agree with the current evaluation report, it must initiate a reevaluation as described in this State Plan. During the time that the reevaluation is being conducted, the agency shall implement the IEP, as written, from the sending agency or provide comparable services until the reevaluation is complete.

For students with suspected disabilities who enroll but do not have copies of the evaluation report and/or IEP, the public agency shall seek information to confirm special education services. Without delay, agency officials shall conduct interviews with officials of the public agency in which the student was enrolled, the student's parent/legal guardian, and, when appropriate, the student and provide such services as can be determined from interviews.

If no evaluation report is obtained, the public agency shall refer the student for comprehensive evaluation and review/revise the IEP, if determined necessary, at the completion of the evaluation.

OUT OF STATE TRANSFERS

For students who transfer from another state, and had an IEP that was in effect in that state, to a Missouri public agency and enroll in a new school within the same school year, the Missouri public agency, in consultation with the parents, must provide the student with FAPE (including services comparable to those described in the student's IEP from the previous public agency) until the new public agency:

- (1) Conducts an initial evaluation, if determined necessary by the new public agency, and
- (2) Develops, adopts, and implements a new IEP (if appropriate).
- (3) When a student's records are not available to the new public agency, the new public agency shall:
 - a. Place the student in regular education, and
 - b. Initiate an initial evaluation, and
 - c. If the student is found eligible, develop and implement an IEP.

TRANSMITTAL OF RECORDS

To facilitate the transition for a student entering a school from another public agency in Missouri or from an out-of-state school, the new school in which the student enrolls shall take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous school in which the student was enrolled and the previous school in which the student was enrolled shall take reasonable steps to promptly respond to such request from the new school.

REQUIREMENT FOR REGULAR EDUCATION TEACHER

The regular education teacher of a student with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including the determination of appropriate positive behavioral interventions and supports, and other strategies for the student and supplementary aids and services, program modifications, or supports for school personnel that will be provided for the student, consistent with content of the IEP.

AMENDING OR MODIFYING AN IEP WITHOUT A MEETING

In making changes to a student's IEP after the annual IEP Team meeting for a school year, the parent of a student with a disability and the public agency may agree not to convene an IEP Team meeting for the purposes of making such 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, the public agency must ensure that the student's IEP Team is informed of those changes.

CONSOLIDATION OF IEP TEAM MEETINGS

To the extent possible, the public agency shall encourage the consolidation of reevaluation meetings for the student and other IEP Team meetings for the student.

IEP AMENDMENTS

Changes to the IEP may be made either by the entire IEP Team at an IEP meeting or by mutual agreement of the parent and public agency (as described above) by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.

REVIEW AND REVISION OF IEPS

Each public agency shall ensure that the IEP Team reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved. The IEP Team must also review and, as appropriate, revise the IEP to address:

- (1) Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate;
- (2) The results of any reevaluation;
- (3) Information about the student provided to or by the parents;
- (4) The student's anticipated needs; or,
- (5) Other matters.

FAILURE TO MEET TRANSITION OBJECTIVES (34 CFR 300.324)

If a participating agency, other than the public agency, fails to provide the transition services described in the IEP, the public agency shall reconvene the IEP Team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

Nothing relieves any participating agency, including a state vocational rehabilitation 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.

ALTERNATIVE MEANS OF MEETING PARTICIPATION (34 CFR 300.328)

When conducting IEP Team meetings, the parent of a student with a disability and a public agency may agree to use alternative means of meeting participation such as video conferences and conference calls.

D. LEAST RESTRICTIVE ENVIRONMENT (LRE)**GENERAL LRE REQUIREMENTS (34 CFR 300.114)**

Each public agency shall ensure that to the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, are educated with students who are nondisabled, and that special classes, separate schooling, or other removal of students from the general educational environment occurs only if the nature or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily.

CONTINUUM OF ALTERNATIVE PLACEMENTS (34 CFR 300.115)

Each public agency shall ensure that a continuum of alternative placements is available to meet the needs of children/students ages three (3) to twenty-one (21) with disabilities for special education and related services. The continuum shall include instruction in the regular classes (general education environments), special classes, special schools, home instruction, and instruction in hospitals and institutions. Each public agency must make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with general class placement. A student does not have to fail in the less restrictive options on the continuum before the student is placed in a setting that is appropriate to his or her needs.

PLACEMENTS (34 CFR 300.116 AND 300.327)

In determining the educational placement of a student with a disability, including a preschool student with a disability, each public agency shall ensure that the placement decision is made by the IEP Team that is knowledgeable about the student, the meaning of the evaluation data, and the placement options, and is made in conformity with LRE provisions. 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 curriculum.

Each year the public agency, through the IEP process, shall review/revise a student's IEP and subsequently make a placement decision for each student with a disability served by the public agency. The public agency must reach the placement decision from the assumption that a student with a disability should be educated with peers who do not have a disability unless the needs of the student with a disability require other arrangements. The public agency must be able to justify the placement decision in accordance with a two-part inquiry:

- (1) Whether education in the regular classroom, with the use of supplementary aids and services, can be achieved satisfactorily; if not, then,
- (2) Whether the student has been integrated to the maximum extent appropriate.

The following factors shall be considered as a part of the two-part inquiry:

- (1) The curriculum and goals of the regular education class (i.e., factors which document a need for specially designed materials, supplies, or equipment or significant modifications to the regular curriculum which would have an adverse affect on the educational program for other students in the class);
- (2) The sufficiency of the public agency's efforts to accommodate the student with a disability in the regular class (i.e., description of modifications which have been attempted/resources which have been committed and the student centered results which were observed or a description of the modifications considered but rejected and the basis for the rejection);
- (3) The degree to which the student with a disability will receive educational benefit from regular education (i.e., consideration of the potential positive effects with respect to cognitive, academic, physical, social, or other areas of development);
- (4) The effect the presence of a student with a disability may have on the regular classroom environment and on the education that the other students are receiving (i.e., description of potential harmful effects for the student with a disability or disruptive effects for students without disabilities); and,
- (5) The nature and severity of the student's disability (i.e., factors which support a need for alternative instruction which cannot be achieved in the regular class such as extreme

distractibility, diverse learning styles, and inability to engage appropriately with other students in academic or social interactions).

NONACADEMIC SETTINGS (34 CFR 300.117)

Each public agency shall ensure that each student with a disability participates in nonacademic and extracurricular services and activities of the public agency with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the needs of that student. The public agency 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. Such services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the public agency, referrals to agencies which provide assistance to individuals with disabilities, employment of students including both employment by the public agency, and assistance in making outside employment available.

TECHNICAL ASSISTANCE AND TRAINING ACTIVITIES (34 CFR 300.119)

The Department of Elementary and Secondary Education (DESE) will conduct the following activities to ensure that teachers and administrators in all public agencies are fully informed about their responsibilities for implementing the least restrictive environment policy and are provided with technical assistance and training necessary to assist them in this effort:

- (1) Distribution of state and federal laws and regulations pertaining to special education;
- (2) Monitoring of public agencies to determine compliance with the least restrictive environment provisions;
- (3) Training/workshops for public agency personnel provided prior to and following monitoring activities regarding least restrictive environment provisions;
- (4) Technical assistance as may be requested by public agencies relative to the implementation of LRE provisions; and,
- (5) Collaboration with the State Parent Information and Training Center, as requested.

MONITORING ACTIVITIES (34 CFR 300.120)

DESE monitors each public agency, including the requirements for the least restrictive environment through the following procedures:

- (1) An annual review of each public agency's count of students with disabilities and placement data;
- (2) Investigation of any child complaint filed;

- (3) Periodic monitoring of public agencies to determine appropriate implementation of policies and procedures; and,
- (4) Review, approval, and subsequent verification of any corrective actions required of a public agency with respect to violations of least restrictive environment requirements.

The department will analyze data collected relative to implementation of the LRE requirement at each LEA/public agency. If there is evidence that the LEA/public agency makes placements that are inconsistent with 34 CFR 300.114, the department:

- (1) Shall review the LEA/public agency's justification for its actions, and
- (2) Shall assist in planning and implementing any necessary corrective action.

Listed below are the statutes of the state of Missouri which provide a legal basis and source for Missouri's policy for the least restrictive environment:

- (1) Section 162.680, RSMo
- (2) Section 167.126, RSMo

E. TRANSITION OF CHILDREN FROM PART C SERVICES TO PART B SERVICES 34 CFR 300.124

The state of Missouri has developed policies and procedures to ensure a smooth and effective transition from Part C (First Steps) services to Part B (Early Childhood Special Education (ECSE)) services at age three for children with disabilities.

NOTIFICATION TO LEA FROM PART C

In Missouri, all children eligible for the Part C program are considered to be potentially eligible for Part B services. The Part C program notifies the LEA in which the child resides in accordance with the Part C State Plan.

Notification includes the following directory information: child's name and birth date and parent's name, address, and telephone number. When the LEA receives complete directory information, this constitutes a referral to Part B.

The Part C program has an opt out policy that allows parents to object to notification to the LEA. If a parent first opts out of notification to the LEA and subsequently requests notification to the LEA, there may be a gap in services if the decision was made less than 90 days from the child's third birthday.

TRANSITION CONFERENCE WITH LEA

The Part C program requires that a transition conference with the LEA be held in accordance with the Part C State Plan. If invited, LEA personnel must participate in the meeting regardless of the time of year in which the meeting occurs. LEA personnel may participate in the meeting through a variety of methods, including in person, phone conference, web conference etc.

EVALUATION

If the LEA suspects the child has a disability, an evaluation is conducted, in accordance with the procedures and timelines in the Part B State Plan, to determine if the child is eligible for Part B services.

TIMELINES FOR IEP DEVELOPMENT AND IMPLEMENTATION

All children found eligible for Part C and who are also found eligible for Part B, including Part C Extension children described below must have an IEP developed by the child's third birthday.

The only exceptions to this requirement are (1) if the child was referred to Part C less than 90 days before the child's third birthday; (2) if the parent does not give parental consent to evaluate the child, which delays an evaluation by the public agency and subsequent development of an IEP; or (3) if the parent first opts out of notification to the LEA and subsequently requests notification to the LEA less than 90 days from the child's third birthday, which delays an evaluation by the public agency and subsequent development of an IEP.

An invitation to the initial IEP team meeting must, at the request of the parent, be sent to the Part C service coordinator or other representative of the Part C system to assist with the smooth transition for a child who previously received Part C services.

An IEP is developed in accordance with the Part B State Plan. The IEP team must consider the content of the child's Part C Individualized Family Service Plan (IFSP) when developing the IEP.

The obligation to make a free appropriate public education (FAPE) available to each Part C child who is eligible for ECSE begins on the child's third birthday, unless the parent of a child with a summer third birthday chooses Part C Extension instead of FAPE at age three.

PART C EXTENSION FOR CHILDREN WITH SUMMER THIRD BIRTHDAYS

Parents of a child determined eligible for both Part C and Part B, and who has a summer third birthday in accordance with the Part C State Plan, may choose to: (1) continue Part C services until the initiation of the local public agency's school year following the child's third birthday, or (2) transition to Part B to receive FAPE on the child's third birthday.

Parents who choose to continue Part C services have the right, at any time, for their child with a summer third birthday to receive Part B services instead of Part C services. However, the LEA is

not required to provide FAPE under Part B for the period of time a child is receiving services through Part C Extension.

Parents who choose the option to transition to Part B have the right for their child with a summer third birthday to receive FAPE through an IEP upon the child's third birthday. Parents who choose Part B services cannot later choose to return to Part C services once consent for Part B services is obtained and the child has turned three.

F. FAILURE TO PROVIDE FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

The hearing procedure described in the General Provisions Section will be used when a public agency is determined to be unwilling or unable to provide a Free Appropriate Public Education (FAPE).

FAILURE TO PROVIDE FAPE

DESE may withhold, in part or whole, and may seek to recover, in part or whole, federal special education funds when a public agency is determined to be either unwilling or unable to provide FAPE. Such determination will be based on the agency's refusal or failure to comply with a corrective action or hearing decision as ordered by DESE in a:

- (1) Monitoring report stemming from a monitoring for compliance with IDEA, Part B; or,
- (2) Child complaint decision in which the agency has been found out of compliance; or,
- (3) Due process hearing decision of a state level hearing.

In each of the above, corrective actions are expected to be achieved within a given timeline, or in the case of a due process decision, implementation is expected to be achieved within a given timeline. Such timelines in the case of a monitoring report or a child complaint decision may be extended by DESE. However, if DESE determines it is unreasonable to further extend, or if DESE attempted to provide technical assistance to the agency to accomplish the corrective action to no avail, DESE may determine the agency is unable or unwilling to provide FAPE.

DESE will determine the amount of funding to be withheld or recovered on a case-by-case basis. DESE will determine the amount deemed necessary to enforce the decisions rendered in the actions described above. DESE will notify the public agency in writing of the specific action it has failed to correct, the source and amount of funds that will be withheld or recovered, and the date that the withholding or recovery of funds will begin.

The hearing procedure described in this State Plan, for LEA eligibility, is incorporated herein by reference.

REGULATION V: PROCEDURAL SAFEGUARDS/DISCIPLINE

The following statements reflect the policy which the Missouri Department of Elementary and Secondary Education (DESE) has established to ensure procedural safeguards for all parties involved in the education of students with disabilities.

A. OPPORTUNITY TO EXAMINE EDUCATION RECORDS/PARENT PARTICIPATION IN MEETINGS (34 CFR 300.501)

Each responsible public agency shall provide the parent of a student with a disability the opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of his/her child and the provision of a free appropriate public education to his/her child.

Each responsible public agency shall provide proper notice to ensure parents have the opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of his/her child and the provision of a free appropriate public education to his/her child.

A meeting does not include informal or unscheduled conversations involving staff and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that public agency personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

The individualized education program (IEP) team determines the educational placement for each student with a disability.

B. INDEPENDENT EDUCATIONAL EVALUATION (IEE) (34 CFR 300.502)

The parents of a student with a disability have a right to obtain an Independent Educational Evaluation (IEE) of their child. That right is subject to the requirement that the independent evaluation must meet the educational evaluation criteria used by the responsible public agency when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent evaluation.

Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the student in question.

The right to an independent educational evaluation assures that:

- (1) Upon requesting an IEE, information about where an independent evaluation may be obtained and the agency criteria applicable for independent educational evaluations will be given to parents.
- (2) Parents have the right to an independent evaluation at public expense for any agency evaluation with which the parents disagree. If a parent requests an IEE at public expense, however, the responsible public agency must, without unnecessary delay, either file a due process

hearing as described in Regulation V to show that the agency evaluation is appropriate or ensure that an IEE is provided at public expense, unless the agency demonstrates in a hearing that the evaluation obtained by the parent did not meet agency criteria. If the final due process hearing decision determines that the agency evaluation is appropriate, the parents still have the right to an independent educational evaluation, but not at public expense.

- a. Public expense means that the public agency either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
- (3) The responsible public agency may request, but not require, notification from parents before an IEE is conducted. If a parent requests an IEE, the public agency may ask for the parent's reason why he or she objects to the public evaluation. However, the public agency may not require the parent to provide an explanation and may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.
 - (4) If the responsible public agency has a policy regarding reimbursement for independent evaluations, that policy will specify the factors to be considered in the determination of public funding for the evaluation. That determination should be based on:
 - a. The qualifications and locations of the evaluators, and
 - b. The cost of the evaluation.

The public agency may only impose limitations on the cost of an IEE if the agency uses those same limitations when conducting an evaluation. If a public agency uses such cost limitations, it must ensure that its procedures require payment for an IEE at a higher rate if an appropriate IEE cannot, in light of the student's unique needs and other unique circumstances, be obtained within those cost limitations. If the cost of an IEE at public expense exceeds the agency's cost limitations, the public agency must either:

- a. Initiate a due process hearing or
 - b. Pay the full cost of the IEE.
- (5) If the responsible public agency has a policy regarding reimbursement for independent evaluations and that policy establishes allowable maximum charges for specific tests or types of evaluations, the maximum set will still enable parents to choose from among qualified professionals in the area and will result only in the elimination of excessive fees. The policy shall specify that the responsible public agency will pay the fee for the independent evaluation up to the maximum established. Additionally, the policy will anticipate that a student's "unique circumstances" may justify an evaluation that exceeds the allowable cost criteria.
 - (6) If the responsible public agency has no policy which sets maximum allowable charges for specific tests or types of evaluation, then the parents will be reimbursed for services rendered by a qualified evaluator.
 - (7) Except for the location of the evaluation and the qualifications of the examiner, a public agency may not impose conditions or timelines related to obtaining an independent educational

evaluation at public expense. These criteria for IEEs at public expense must apply equally to the public agency's own evaluations and exceptions for unique circumstances must be considered.

- (8) A parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.
- (9) That the results of an independent evaluation obtained by the parents at public expense (or private expense if shared with the agency by the parent):
 - a. Must be considered by the responsible public agency if it meets agency criteria in any decision made with respect to the provisions of a free appropriate public education to the student, and
 - b. May be presented as evidence at a due process hearing under this subpart regarding that student.
- (10) The cost of an independent evaluation will be at public expense if a hearing officer requests an independent educational evaluation as part of a due process hearing.

C. WRITTEN NOTICE (34 CFR 300.503)

Written notice must be given to parents a reasonable time before the responsible public agency proposes to initiate or changes the identification, evaluation, educational placement, or the provision of a free appropriate public education of the student or refuses to initiate or change the identification, evaluation, educational placement, or the provision of a free appropriate public education of the student. The notice must be written in language understandable to the general public and provided in the native language of the parents or other mode of communication used by the parents, unless it is clearly not feasible to do so.

If the native language or other mode of communication of the parents is not a written language, the responsible public agency shall ensure the following:

- (1) The notice is translated orally or by other means to the parents in their native language or other mode of communication;
- (2) The parents understand the content of the notice; and,
- (3) There is written evidence that those requirements have been met.

CONTENT OF NOTICE

The written notice sent to parents by the responsible public agency must contain the following:

- (1) A description of the action proposed or refused by the agency;
- (2) An explanation of why the agency proposes or refuses to take the action;

- (3) A description of each evaluation procedure, test, record, or report the agency used as a basis for the proposal or refusal;
- (4) A statement that the parents of a student with a disability have procedural safeguards protection and the means by which a copy of the description of the procedural safeguards can be obtained;
- (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
- (6) A description of other options that the IEP Team considered and the reasons why those options were rejected; and,
- (7) A description of other factors that are relevant to the agency's proposal or refusal.

D. PROCEDURAL SAFEGUARDS NOTICE (34 CFR 300.504)

A copy of the state approved procedural safeguards available to the parents of a student with a disability shall be given to parents only one (1) time a school year, except that a copy also shall be given to the parents:

- (1) Within five (5) school days of initial referral or parental request for evaluation;
- (2) Upon receipt of the first due process complaint and upon receipt of the first child complaint in a school year;
- (3) Upon a disciplinary change of placement; and,
- (4) Upon request by the parent.

The procedural safeguards notice must include a full explanation of all of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present and resolve complaints through due process complaint and state complaint procedures including the time period in which to file; the opportunity for the agency to resolve the complaint and the difference between the complaint procedures; the student's placement during due process proceedings; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parents of students in private schools at public expense; mediation; due process hearings, including requirements for disclosure of evaluation results and recommendations; civil actions including the time period in which to file those actions; and, attorneys' fees.

E. PARENTAL CONSENT (34 CFR 300.300)

PARENTAL CONSENT FOR SERVICES

A public agency that is responsible for making FAPE available to a student with a disability must obtain informed consent from the parent of the student before the initial provision of special education

and related services to the student. The public agency must make reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the student. Procedures for reasonable efforts required are the same as parent participation in IEP meetings.

If the parent of a student fails to respond or refuses to consent to services, the public agency may not use the procedures under Procedural Safeguards (including mediation or due process) in order to obtain agreement or a ruling that the services may be provided to the student.

If the parent of a student refuses to consent to the initial provision of special education and related services or the parent fails to respond to a request to provide consent for the initial provision of special education and related services, the public agency will not be considered to be in violation of providing FAPE to the student for the failure to provide the student with the special education and related services for which the public agency requests consent. The public agency is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which the public agency requests such consent.

PARENTAL CONSENT FOR REEVALUATIONS

Each public agency must obtain informed parental consent, prior to conducting any reevaluation of a student with a disability. If the parent refuses to consent to the reevaluation, the public agency may, but is not required to, pursue the reevaluation by using the consent override procedures (mediation or due process). The public agency does not violate its obligation under child find or evaluations if it declines to pursue the evaluation or reevaluation.

Informed parental consent need not be obtained if the public agency can demonstrate it made reasonable efforts to obtain such consent and the child's parent failed to respond.

PARENTAL CONSENT TO ACCESS PUBLIC INSURANCE

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, a public agency must provide written notification, to the student's parents. The notification must be written in language understandable to the general public and 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.

A public agency must obtain parental consent before the public agency accesses a student's or parent's public benefits or insurance for the first time. This is a one-time consent, i.e., the public agency is no longer required to obtain parental consent each time access to public benefits or insurance is sought.

The annual notification must state:

- (1) The public agency may not require parents to sign up for or enroll in public benefits or insurance programs in order for their child to receive services in the IEP that it is required to provide at no cost to the parents.
- (2) The public agency 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.

- (3) The public agency may not use a student's benefits under a public benefits or insurance program if that use would:
- a. Decrease available lifetime coverage or any other insured benefit;
 - b. 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;
 - c. Increase premiums or lead to cancellation of benefits or insurance; or
 - d. Risk loss of eligibility for home and community-based waiver, based on aggregate health-related expenditures.
- (4) Withdrawal of consent or refusal to provide consent for billing public insurance does not relieve the public agency or other responsible public agency of its responsibility to ensure that all required services in the IEP are provided at no cost to the parents.
- (5) Parents have the right to consent or withdraw their consent for disclosure of their child's personally identifiable information (e.g. records or information about the services that may be provided under the IEP) to the agency responsible for the administration of the state's public benefits or insurance program at any time. Such disclosure will identify the purpose of the disclosure (e.g. billing for services), and the agency to which the disclosure may be made (e.g. MO HealthNet).

OTHER CONSENT REQUIREMENTS

Parental consent is not required before reviewing existing data as part of an evaluation or a reevaluation 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.

If a parent of a student who is home-schooled or placed in a private school by parents at their own expense does not provide consent for the initial evaluation or the reevaluation or the parent fails to respond to a request to provide consent, the public agency may not use the consent override procedures. The public agency is not required to consider the student as eligible for special education and related services.

DEFINITION OF EFFORTS

Consent is not necessary for any subsequent placements and consent for reevaluations need not be obtained if the responsible public agency can demonstrate that it made reasonable efforts to obtain consent and the parent failed to respond. "Reasonable efforts" include a minimum of two (2) attempts documented, such as: detailed records of telephone calls made and the results of those calls; copies of correspondence sent to the parent and responses received; or, detailed records of visits to the parent's home or work place and the results of those visits. Neither may lack of consent after the initial evaluation or the initial placement be a cause for denial of any other service, activity, or benefit of the responsible public agency.

Parental consent means that the parent:

- (1) Has been fully informed of all information relevant to the activity for which consent is sought in his or her native language or other mode of communication;
- (2) Understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) which will be released and to whom; and,
- (3) Understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time; however, if the parent revokes consent, that revocation is not retroactive.

PARENTAL REVOCATION OF CONSENT (34 CFR 300.9 AND 300.300)

A parent may unilaterally withdraw a student from further receipt of special education and related services by revoking their consent for the continued provision of special education and related services to his/her child. A public agency may not, through mediation or a due process hearing, challenge the parent's decision or seek a ruling that special education and related services must continue to be provided to the student. Parental revocation of consent must be in writing.

Upon receipt of the parent's written revocation of consent, a public agency:

- (1) Must provide the parent with prior written notice before ceasing the provision of special education and related services.
- (2) Will not be considered in violation of requirement to make FAPE available to the student because of the failure to provide the student with special education and related services.
- (3) Is not required to convene an IEP team meeting or develop an IEP for the student.
- (4) Is not required to amend the student's education records to remove any references to the student's receipt of special education and related services.

F. CHILD COMPLAINT PROCESS

STATEMENT OF JURISDICTION

DESE, as a grantee under Part B of the Individuals with Disabilities Education Act (IDEA), must maintain procedures for receiving, investigating, and resolving complaints alleging that statutes and/or regulations implementing IDEA have been violated. This process is known as the child complaint process.

DESE disseminates information on this process to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.

LIMITATIONS (34 CFR 300.153(C))

A complaint must allege a violation by a public agency that occurred not more than one (1) year prior to the date that the complaint is received

FILING A COMPLAINT (34 CFR 300.153)

An organization or individual may file a signed written complaint. The complaint must include:

- (1) A statement that a public agency has violated a requirement of Part B of the Act;
- (2) The facts on which the statement is based (state facts describing an alleged violation of state and/or federal regulations implementing IDEA);
- (3) The signature and contact information for the complainant; and
- (4) If alleging violations with respect to a specific child, the name and address of the residence of the child and the name of the school that the child is attending. If the child is a homeless child or youth, the available contact information for the child and the name of the school the child is attending must be provided;
- (5) A description of the nature of the problem of the child, including the facts relating to the problem; and,
- (6) A proposed solution of the problem to the extent known and available to the party at the time the complaint is filed.

The party filing the complaint must forward a copy of the complaint to the public agency serving the child at the same time the party files the complaint with DESE. Failure to provide a copy to the public agency will delay the starting of the timeline for the investigation of the complaint to the date DESE sends a copy of the complaint to the public agency.

If the party fails to provide a description of the nature of the problem of the child, including the facts relating to the problem at the time the complaint is filed, DESE may, in its discretion, dismiss the complaint and grant the party the opportunity to refile with the required information included.

PROCESSING OF COMPLAINT RECORD

Upon receipt, the complaint shall be reviewed and necessary staff assigned to investigate it. The complaint shall also be entered into the complaint tracking process.

INVESTIGATION OF THE COMPLAINT

The process of investigation shall include: staffing the complaint, providing written notice of the complaint to the public agency, written acknowledgment to the complainant, data collection, and on-site visits where appropriate.

- (1) Assigned staff will review the complaint to determine the parameters of the investigation. This would include determining whether an on-site visit will be necessary or whether the information may be obtained through the use of a data request and phone interviews.

- (2) Upon receipt of a complaint, notice shall be sent to the public agency against which the complaint is filed. The notice shall include a copy of the complaint, statement of the elements of the complaint, a description of the investigation process, and, if possible, the details of any on-site visits, data requests, or phone interviews that are planned. The public agency shall be invited to respond to the complaint, which could include a proposal to resolve the complaint and an opportunity for a parent who has filed a complaint and the public agency to voluntarily engage in mediation.
- (3) Upon receipt of a complaint, a written acknowledgment shall be sent to the complainant and shall include a statement of the elements of the complaint, a description of the investigation process, and an invitation to provide any additional information either orally or in writing, about the allegations in the complaint.
- (4) Documentation requests and phone interviews will be the primary methods of data collection in the complaint investigation. The data request should include documents relevant to the complaint and should be forwarded to a designated contact with the public agency. It is the purpose of the data requests and phone interviews to attempt, where possible, to resolve the complaint without an on-site visit.
- (5) If the investigation requires an on-site visit, separate notice to the public agency shall be given. This notice may be given by phone, but should preferably be in writing. If the notice is given by phone, then a confirmation in writing should follow-up the phone conversation. The notice shall include a statement of the records to be made available, staff to be interviewed, and any need for access to school or agency facilities.

INVESTIGATION TIMELINES

DESE shall have, upon receipt of the completed complaint, sixty (60) calendar days to investigate and resolve the complaint. Extension of this time limit may be granted by the Commissioner of Education, or a designee, if exceptional circumstances exist with respect to the particular complaint, or the parent (or individual or organization) and the public agency involved agree in writing to extend the time limit to engage in mediation. If such an extension is given, notice shall be given to the complainant and the public agency under investigation, with documentation of that notice to be maintained within the child complaint file. This timeline may also be extended by up to thirty (30) days if both parties agree to participate in mediation.

RESOLUTION OF THE COMPLAINT

Resolution of a child complaint shall be through the issuance of a Decision letter from the Commissioner of Education, or a designee, DESE. The Decision letter shall include findings of fact and conclusions, and provide reasons for the Decision. These findings would include a review of the investigation results, including any information in an on-site investigation or from a data request. The basis for resolution may be any of the following:

- (1) A decision that the public agency is not out of compliance;

- (2) A decision that the public agency is out of compliance, but that voluntary corrective action has been taken by the public agency to bring the public agency into compliance; or,
- (3) A decision that the public agency is out of compliance, and ordering a corrective action with a timeline for submission to DESE. Corrective actions ordered by the Commissioner of Education, or a designee, may include, but are not limited to, technical assistance activities, negotiations, or other actions to achieve compliance.

FINAL DECISION

The findings of the Commissioner of Education, or a designee, related to the complaint shall constitute a final decision of DESE. No further appeal is available.

Permission from a child's parent or the adult student is required to share the final decision with a non-parent complainant. If permission is not given, the non-parent complainant will receive a copy of the final decision with all personally identifiable information redacted. In cases where it is impossible to remove personally identifiable information, the decision will not be provided to a non-parent complainant.

COMPLAINTS FILED UNDER THIS SECTION AND DUE PROCESS HEARINGS

If a written complaint is received that is also the subject of a due process hearing, or contains multiple issues of which one or more are part of that hearing, DESE must set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described above.

If an issue raised in a complaint filed under this section has previously been decided in a due process hearing involving the same parties, the due process hearing decision is binding on that issue and DESE must inform the complainant to that effect.

G. ADMINISTRATIVE HEARING RIGHTS

MEDIATION (34 CFR 300.506)

DESE makes mediation available to allow parents or adult students and responsible public agencies to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Mediation will be provided at no cost to either party. DESE funded mediation is not available to resolve disputes between parents or between public agencies and persons other than the parent (or adult student).

PROCESS

The parties must mutually agree to mediate and mutually agree on a mediator from the trained mediator list maintained by DESE Office of Special Education.

- (1) The parties shall notify DESE of the mediator selected and DESE will send a letter empowering them to proceed. Mediators will not be paid if they have not been empowered by DESE.
- (2) Mediation must be scheduled within fifteen (15) days of the selection of a mediator.
- (3) Mediation must be conducted at a time and place that is convenient to both parties.
- (4) Mediation must be completed within thirty (30) days of the agreement to mediate.
- (5) Any agreement reached during mediation must be in writing and delivered to each party.
- (6) No more than three (3) persons can accompany each party unless the parties mutually agree on additional participants.
- (7) No attorney shall participate or attend on behalf of any party at the mediation session. However, parents may be accompanied by a lay advocate.
- (8) Mediation may not be used to deny or delay a parent's right to a due process hearing or to deny any other rights under Part B of IDEA.
- (9) If the parties resolve a dispute through the mediation process, the parties must execute a legally binding agreement that sets forth that resolution and that states that all discussions that occurred during the mediation will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding and is signed by both the parent and a representative of the agency who has the authority to bind such agency.
- (10) The written signed agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States. Discussions that occur during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any federal court or state court.
- (11) If the parties are not able to reach an agreement through the mediation process, the mediator will notify DESE.

MEDIATOR QUALIFICATIONS

- (1) Mediators must be impartial and free of any conflict of interest.
- (2) Mediators shall not be employees of a public agency which is involved in the education or care of the student or of the State Board of Education. A person who otherwise qualifies as a mediator is not an employee of the State Board of Education or public agency solely because he or she is paid by the agency to serve as a mediator.
- (3) Mediators must have a minimum of sixteen (16) hours of training as a mediator.
- (4) Mediators, to be placed on DESE's mediator list, must meet all regulations, requirements, and must agree to be compensated at a rate set by DESE and provide DESE with a resume or biographical statement reflecting their qualifications.

- (5) Mediators must be knowledgeable in laws and regulations relating to the provision of special education and related services.

FILING A DUE PROCESS COMPLAINT (34 CFR 300.507)

Parents or a public agency may file a due process complaint with DESE Office of Special Education concerning the proposed action of the agency to initiate or refuse to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education to the student.

The due process complaint must allege a violation that happened not more than two years before the date the parent or the public agency knew or should have known about the alleged action that forms the basis of the due process complaint. The above timeline does not apply if the complainant could not file a due process complaint within the timeline because:

- (1) The public agency specifically misrepresented that it had resolved the issues identified in the complaint, or
- (2) The public agency withheld information that it was required to provide under Part B of IDEA.

DESE shall inform parents of any free or low-cost legal and other relevant services available in the area upon their request or if a parent or the responsible public agency files a due process complaint.

DUE PROCESS COMPLAINT (34 CFR 300.508)

In order to request a due process hearing, a parent or the public agency (or the attorney representing either party) must provide the other party with a copy of the due process complaint. That complaint must contain all of the content listed below and must be kept confidential. The party filing a due process complaint must forward a copy of the complaint to DESE.

The content of the complaint must include:

- (1) The name of the student;
- (2) The address of the student's residence;
- (3) The name of the student's school;
- (4) If the student is a homeless child or youth, the student's contact information and the name of the student's school;
- (5) A description of the nature of the problem of the student relating to the proposed or refused action, including facts relating to the problem; and,
- (6) A proposed resolution of the problem to the extent known and available at the time.

A complaint is filed on the date it is received by DESE if received during business hours of the Office of Special Education as posted on the DESE website. Complaints received after business hours will be deemed filed the following business day.

ADMINISTRATIVE HEARING COMMISSION TO PROCESS AND HEAR THE COMPLAINTS

Within two (2) business days of the filing of the complaint, the Office of Special Education will forward the complaint to the Administrative Hearing Commission for a hearing. All further documentation must be filed with the Administrative Hearing Commission by fax or mail or as otherwise provided by the Administrative Hearing Commission Rules.

SUFFICIENCY OF COMPLAINT

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (parent or the responsible public agency) notifies the Administrative Hearing Commission and the other party, in writing, within fifteen (15) calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five (5) calendar days of receiving the notification, that the receiving party (parent or the responsible public agency) considers a due process complaint insufficient, the Administrative Hearing Commission must decide if the due process complaint meets the requirements listed above and notify the parent and the responsible public agency, in writing, immediately.

COMPLAINT AMENDMENT

The party who files the complaint may amend the complaint only if:

- (1) The other party approves of the changes, in writing, and is given the chance to resolve the due process complaint through a resolution meeting, described below, or
- (2) By no later than five (5) days before the due process hearing begins, the Administrative Hearing Commissioner grants permission for the changes.

If the complaining party makes changes to the due process complaint, the timelines for the resolution meeting (within fifteen (15) calendar days of receiving the complaint) and the time period for resolution (within thirty (30) calendar days of receiving the complaint) start again on the date the amended complaint is filed.

WITHDRAWAL OF COMPLAINT

Unless a motion for decision without hearing has been filed or the hearing has started, a complaining party can withdraw a complaint by sending a written notice of withdrawal or making a verbal request to the Administrative Hearing Commission. If a motion for decision has been filed

or the hearing has started, the complaining party shall make a request for withdrawal in writing to the Administrative Hearing Commission which will rule on the request.

RESPONSIBLE PUBLIC AGENCY RESPONSE TO A DUE PROCESS COMPLAINT

If the public agency has not sent a prior written notice to a parent regarding the subject matter contained in their due process complaint, the public agency must, within ten (10) calendar days of receiving the due process complaint, send a response to the parent and the Administrative Hearing Commission that includes:

- (1) An explanation of why the public agency proposed or refused to take the action raised in the due process complaint;
- (2) A description of other options that the student's IEP Team considered and the reasons why those options were rejected;
- (3) A description of each evaluation procedure, assessment, record, or report the public agency used as the basis for the proposed or refused action; and,
- (4) A description of the other factors that are relevant to the public agency's proposed or refused action.

Providing the information in items A-D above does not prevent the public agency from asserting that the due process complaint was insufficient.

RESPONSE TO A DUE PROCESS COMPLAINT

Except as stated under the sub-heading immediately above, the party receiving a due process complaint must, within ten (10) calendar days of receiving the complaint, send the other party and the Administrative Hearing Commission a response that specifically addresses the issues in the complaint.

MODEL FORMS (34 CFR 300.509)

DESE has developed model forms to help parties file a due process complaint and a child complaint. However, parties are not required to use these model forms. Parties can use the model form or another appropriate form, as long as it contains the required information for filing a due process complaint.

H. RESOLUTION PROCESS (34 CFR 300.510)

RESOLUTION MEETING

Within fifteen (15) calendar days of receiving notice of a parent's due process complaint or amended complaint, and before the due process hearing begins, the responsible public agency must convene a meeting with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint. The meeting:

- (1) Must include a representative of the responsible public agency who has decision-making authority on behalf of the public agency, and
- (2) May not include an attorney of the responsible public agency unless the parent is accompanied by an attorney.

Parents and the responsible public agency determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for the parent to discuss their due process complaint and the facts that form the basis of the complaint so that the public agency has the opportunity to resolve the dispute. The resolution meeting is not necessary if the parent and the responsible public agency agree, in writing, to waive the meeting or if the parent and the responsible public agency agree to use the mediation process.

The responsible public agency shall notify DESE and the Administrative Hearing Commission of the date of the resolution meeting and the result or that a decision was made not to hold a resolution meeting.

RESOLUTION PERIOD

If the public agency has not resolved the due process complaint to the satisfaction of the parent within thirty (30) calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The forty-five (45) calendar day timeline for issuing a final decision begins at the expiration of the thirty (30) calendar day resolution period, with certain exceptions for adjustments made to the thirty (30) calendar day resolution period, as described below.

Except where the parties have both agreed to waive the resolution process or to use mediation, the failure of the parent to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the parent agrees to participate in a meeting.

If after making reasonable efforts and documenting such efforts, the public agency is not able to obtain the parent's participation in the resolution meeting, the public agency may, at the end of the thirty (30) calendar day resolution period, request that the Administrative Hearing Commission dismiss the due process complaint.

If the public agency fails to hold the resolution meeting within fifteen (15) calendar days of receiving notice of the parent's due process complaint or fails to participate in the resolution meeting, the parent may ask the Administrative Hearing Commission to order that the forty-five (45) calendar day due process hearing timeline begin.

ADJUSTMENTS TO THE THIRTY (30) CALENDAR DAY RESOLUTION PERIOD

The forty-five (45) day timeline for the due process hearing starts the day after one of the following events:

- (1) Both parties agree, in writing, to waive the resolution meeting;
- (2) After either the mediation or the resolution meeting starts but before the end of the thirty (30) calendar day resolution period, the parties agree, in writing, that no agreement is possible; or,
- (3) Both parties agree, in writing, to continue the mediation process at the end of the thirty (30) calendar day resolution period but later, either party withdraws from the mediation process.

WRITTEN SETTLEMENT AGREEMENT

If a resolution to the dispute is reached at the resolution meeting, the parties must enter into a legally binding agreement that is:

- (1) Signed by the parent and a representative of the public agency who has the authority to bind the agency, and
- (2) Enforceable in any state court of competent jurisdiction (a state court that has authority to hear this type of case) or in a district court of the United States.

The parties' agreement does not need to be filed with, or adopted or approved by, the Administrative Hearing Commission to be legally binding.

AGREEMENT REVIEW PERIOD

If the parties execute an agreement as a result of a resolution meeting, either party may void the agreement within three (3) business days of the agreement's execution.

STATE-LEVEL DUE PROCESS HEARINGS

- (1) Process: The Administrative Hearing Commission processes all due process complaints handling all issues after the filing of the complaint to the final decision. A complaint shall be assigned to a Commissioner who meets the training requirements of state law in regard to special education matters. The provisions of chapters 536 and 621, RSMo and the procedural rules adopted by the Administrative Hearing Commission shall be followed unless they conflict with the federal regulations or state statutes implementing the Individuals with Disabilities Education Act.

(2) Hearing Rights: Any party to a hearing has the right to:

- a. Be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of students with disabilities;
- b. Represent themselves or be represented by a licensed Missouri attorney;
- c. Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- d. Prohibit the introduction of any evidence that has not been disclosed to that party at least five (5) business days before the hearing;
- e. Obtain a written or, at the option of the parents, electronic verbatim record of the hearing at no cost; and,
- f. Obtain written or, at the option of the parents, electronic findings of fact and decisions at no cost.

Hearing officers have discretion to bar any party that failed to comply with 34 CFR 300.512(b) from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

In addition, the parents, or the student if he/she is the educational decision maker, have the right to open the hearing to the public; otherwise, it is closed. The parents may also elect to have the student present at the hearing. Any student over age 18 has the right to attend the hearing, unless their legal guardian, if any, objects.

- (3) Subject Matter: The party that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

HEARING DECISIONS (34 CFR 300.513)

A decision on whether a student received a free appropriate public education (FAPE) must be based on substantive grounds.

In matters alleging a procedural violation, the Administrative Hearing Commission may find that a student did not receive FAPE only if the procedural inadequacies:

- (1) Impeded the student's right to a free appropriate public education (FAPE);
- (2) Significantly impeded the parent's opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to his/her child; or,
- (3) Caused a deprivation of an educational benefit.

None of the provisions described above shall be interpreted to prevent the Administrative Hearing Commission from ordering a public agency to comply with the requirements in the procedural safeguards section of the federal regulations under Part B of IDEA (34 CFR 300.500-300.536).

Nothing in the procedural safeguards section of the federal regulations under Part B of IDEA (34 CFR 300.500-300.536) shall be interpreted to prevent a parent from filing a separate due process complaint on an issue separate from a due process complaint already filed.

FINALITY OF DECISION

Once the Administrative Hearing Commission has issued a final decision, no motion for reconsideration is permitted. However, if a final decision contains technical or typographical errors, a party may request correction of the errors if the correction does not change the outcome of the hearing or substance of the final hearing decision. Requests for a change of a technical or typographical error do not toll the time for an appeal. The Commission shall make the determination whether such a change is necessary.

FINDINGS AND DECISION TO ADVISORY PANEL AND GENERAL PUBLIC (34 CFR 300.514)

The Administrative Hearing Commission shall mail a copy of the written findings and decision to each party and to DESE. DESE shall provide a copy of the findings and decision (with all personal identifiers removed) to the Missouri Special Education Advisory Panel and shall make the findings and decision available to the public (with all personally identifiable information removed).

TIMELINES AND CONVENIENCE (34 CFR 300.515)

Except in the case of an expedited hearing provided for below, the hearing must be held and a written decision rendered and mailed within forty-five (45) days of the expiration of the thirty (30) day resolution period or the adjusted time period specified. The decision timeline may be extended upon request of a party and agreement by the Administrative Hearing Commissioner. The Administrative Hearing Commissioner cannot grant an extension without a request from one or both parties.

SITE OF THE HEARING

Each hearing must be held at a time and place which is reasonably convenient to the parents and student involved.

CIVIL PROCEEDINGS (34 CFR 300.516)

Any party aggrieved by the findings and decisions made in a hearing may appeal the decision within forty-five (45) days to the state courts as provided in Chapter 536, RSMo., or in federal court without regard to the amount in controversy. To the extent that Chapter 536, RSMo. provisions conflict with the IDEA judicial review requirements at 34 CFR 300.516 the IDEA judicial review provisions are controlling. The court shall receive the records of the administrative proceedings, shall hear additional evidence at the request of a party, and shall base its decision on the preponderance of the evidence, granting the relief the court deems appropriate.

COMMISSIONER QUALIFICATIONS TO HEAR DUE PROCESS COMPLAINTS

Hearing Commissioners:

- (1) Shall not have a personal or professional interest in the matters that are before them which would conflict with their objectivity in the hearing;

- (2) Shall have an affirmative obligation to seek out any conflict of interest and withdraw from any matter in which a conflict is identified;
- (3) Shall not have been employed within the last five years by a public agency or organization engaged in special education parent or student advocacy;
- (4) Shall not have performed work for a public agency or for a parent or student as a special education advocate within the last five years as an independent contractor or consultant;
- (5) Shall not have been employed within the last five years by the State Board of Education or DESE;
- (6) Shall not have performed work for the State Board of Education or DESE within the last five years as an independent contractor or consultant;
- (7) Shall not have been a party to a special education proceeding as an attorney, parent, or student; and,
- (8) Must be knowledgeable and understand the provisions of IDEA, and federal and state regulations pertaining to IDEA, and legal interpretations of IDEA by federal and state courts and have had at least 10 hours of initial training in special education matters and shall annually complete a minimum of five hours of training.

Hearing Commissioners must have the knowledge and ability to conduct hearings, and to make and write decisions consistent with appropriate, standard legal practice.

Specific allegations of conflict of interest may be filed with the Administrative Hearing Commission.

A person who otherwise qualifies to conduct a hearing is not an employee of the agency because he or she is paid by the agency to serve as a hearing officer.

PRE-HEARING CONFERENCE

The Administrative Hearing Commission has the option to conduct a prehearing conference.

ADMINISTRATIVE HEARING COMMISSION ORDERS

The Commission has the authority to take any actions necessary to ensure the compliance with all requirements of the law. If the Commission orders a party to do an act or not to do an act, the party must comply with the order. Objections to orders must be made as part of the record as promptly as possible. The Commission has the authority to dismiss an action with, or without, prejudice if the party filing the request fails to comply with an order. The Commission has the authority to preclude the other party from presenting defenses and may impose sanctions as allowed by the regulations of the Administrative Hearing Commission.

SUBPOENAS

Parties may request subpoenas for witnesses from the Administrative Hearing Commission in accordance with section 536.077, RSMo.

HEARING PROCEDURES

The Commission shall hold the hearing and shall rule on procedural and evidentiary matters. The Commission must ensure that issues for the hearing are appropriately identified and that evidence is relevant and not cumulative. The Commission shall limit the hearing to the amount of time necessary for each party to present its case. The Commission has authority to question witnesses and request information.

LENGTH OF PRESENTATIONS

The Commission may limit the length of any presentation in order to proceed with the hearing in an expeditious manner. In general, a hearing should last no longer than two (2) days. Any hearing exceeding two (2) days requires good cause to be shown and must be documented on the record.

EXCLUSIONS

The parties shall exchange lists of exhibits and lists of their witnesses at least five (5) business days before the hearing including an expedited hearing. Any party has the right to prohibit the introduction of any evidence at the hearing that has not been disclosed to that party in accordance with this rule.

Evidence or testimony may also be excluded at the hearing if:

- (1) It is cumulative, irrelevant, or unnecessary;
- (2) It represents the legal conclusion of a witness; or,
- (3) It is speculation on the part of the witness.

This is not an exhaustive list of all bases for excluding evidence or testimony.

Admissibility of evidence shall be determined by the Administrative Hearing Commission in accordance with Missouri law, including but not limited to Section 536.070, RSMo, and the Individuals with Disabilities Education Act and supporting regulations.

COMMUNICATION WITH HEARING COMMISSIONERS

No party or attorney may communicate with the Commissioner on the merits of the case unless all parties have the opportunity to participate. Communication with the Commission should be directed to the Commission's primary telephone number, 573-751-2422.

All pleadings must be filed by fax or mail or as otherwise provided by the Administrative Hearing Commission.

WITNESSES

At the request of a party or upon the Commissioner's own motion, the Commissioner may exclude witnesses from the hearing room so that they cannot hear the testimony of other witnesses. The Commissioner has authority to question witnesses and request information.

LIMITATIONS

The Commission may, at its discretion, limit the number of witnesses, the length of direct and cross examination, and the number and type of documents used as evidence in the hearing.

CONSOLIDATION OF CASES

(1) Standards for Consolidation

The Commission may consolidate two (2) or more separate cases for hearing if the cases involve the same student, present substantially the same issues of fact and law, if the consolidation would save time and costs, and if consolidation would not prejudice any party.

(2) Request for Consolidation

A party requesting consolidation must serve a written request for consolidation on all parties to the cases to be consolidated and the Commission. Any party objecting to the request must serve and file their objections within five (5) calendar days following service of the request for consolidation.

(3) Determination

The Administrative Hearing Commission will rule on the request for consolidation.

HEARING OFFICER LIST

DESE shall keep a list of Commissioners who may hear due process complaints. The list must include a statement of the qualification of each of the Commissioners.

ATTORNEYS' FEES (34 CFR 300.517)

Only a court of law can award attorneys fees.

In any action or proceeding brought under this section, the court, in its discretion, may award reasonable attorneys' fees as part of the costs:

- (1) To a prevailing party who is a parent of a student with a disability;
- (2) To a prevailing party who is DESE or a public agency against the attorney of a parent who files a complaint or subsequent cause of action that is frivolous, unreasonable, or without foundation, or against the attorney of a parent who continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or,

- (3) To a prevailing party who is DESE or a public agency against the attorney of a parent or against the parent, if the parent's complaint or subsequent cause of action was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.

Funds under Part B of IDEA may not be used to pay attorney fees or costs of a party related to an action or proceeding under this section. A public agency may use Part B funds for conducting an action or proceeding under this section.

A court award for reasonable attorney fees is subject to the following:

- (1) The award must be based on prevailing rates in the community in which the action arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fee award;
- (2) Attorney fees and related costs may not be reimbursed for services performed subsequent to the time of a written offer of settlement to a parent if: the offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure, or in the case of an administrative proceeding, at any time more than ten (10) days before the proceeding begins; the offer is not accepted within ten (10) days; and the court or hearing officer finds that the relief finally obtained is not more favorable to the parents than the offer of settlement. However, if the parent prevails and was substantially justified in rejecting the settlement offer, an award of attorney fees and related costs may be made;
- (3) Attorney fees may not be awarded related to any meeting of the IEP team unless the meeting is convened as a result of an administrative proceeding or judicial action;
- (4) Attorney fees may not be awarded related to a resolution meeting; and,
- (5) The court may reduce the amount of attorney fees awarded if: the parent or the parent's attorney unreasonably protracted the final resolution of the controversy, the amount unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience; the time spent and legal services furnished were excessive considering the nature of the action/proceeding; or, the attorney representing the parent did not provide to the responsible public agency the appropriate information in the due process request notice required by regulation.

Attorney fees may not be reduced if the court finds the state or public agency unreasonably protracted the final resolution or there was a violation of the Procedural Safeguards.

MAINTENANCE OF PLACEMENT (34 CFR 300.518)

During the pendency of any administrative or judicial proceeding regarding a due process complaint requesting a due process hearing, the student shall remain in his or her current placement, unless such change has been made with the agreement of the parent or guardian. Students who are endangering themselves or others can have their status changed, without the agreement of the parent or guardian.

The Administrative Hearing Commission cannot order a change of placement during a dispute; but the parent or guardian and the public agency can agree to a change.

When a responsible public agency contacts a State Board of Education operated program for consideration of a student's eligibility for acceptance and enrollment, the responsible public agency shall assure that the student will be enrolled or will maintain enrollment in the responsible public agency pending final action by the state.

If the decision in a due process hearing agrees with the student's parents that a change of placement is appropriate, that placement must be treated as an agreement between the public agency and the parents for purposes of "stay-put" pending and during judicial appeal.

I. EDUCATIONAL SURROGATES (34 CFR 300.519)

DESE has established the following for the appointment of educational surrogates:

IDENTIFYING THE NEED FOR APPOINTMENT

Any person may advise a responsible public agency that a student with a disability within its jurisdiction may be in need of a person to act as an educational surrogate. Notice can be given to the public agency responsible for providing education to students with disabilities or directly to the Office of Special Education.

PROCESS OF APPOINTMENT

When the public agency responsible for providing education to students with disabilities is informed of a student with disabilities living within its jurisdiction, it shall, within thirty (30) days, determine whether an educational surrogate should be appointed. A request for the appointment of a surrogate shall be made within ten (10) days to the Office of Special Education. The Office, on behalf of the State Board of Education, shall, within thirty (30) days, appoint a person to act as an educational surrogate. The Office shall maintain a registry of trained educational surrogates from which they will select individuals for appointment. If an educational surrogate dies, resigns, or is removed, within fifteen (15) days thereof, a replacement will be appointed.

CRITERIA FOR APPOINTMENT

The State Board of Education shall appoint a person to act as a surrogate for the parent or guardian of a student with a disability as defined in Section 162.675, RSMo., when:

- (1) The student has no identified parent;
- (2) The student has parents who, after reasonable efforts, cannot be located by a public agency;
- (3) The student is a ward of the state and is living in a facility or group home (and not with a person acting as a parent); or,
- (4) The student is an unaccompanied homeless youth.

DEFINITIONS

DESE will use the following definitions when determining a student's eligibility to receive a surrogate appointment:

Parent: The term "parent" means a biological, adoptive, or foster parent of a child or a guardian generally authorized to make educational decisions for the child (but not the state if the child is a ward of the state), a person acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives; an individual who is legally responsible for the child's welfare; or, an educational surrogate who has been appointed.

QUALIFICATIONS FOR APPOINTMENT

Any person who is appointed to act as an educational surrogate shall:

- (1) Be at least eighteen (18) years of age;
- (2) Not be an employee of DESE, responsible public agency or any other agency that is involved in the education or care of the student with disabilities (a person otherwise qualified to be an educational surrogate is not an employee of an agency simply because he or she is reimbursed to serve as an educational surrogate);
- (3) Not be a contractor of a nonpublic agency that provides only non-educational care for the student;
- (4) Not be a contractor of responsible public agency;
- (5) Be free from any personal or professional interest that may conflict with the interests of the student represented; and,
- (6) Have knowledge and skills that ensure adequate representation of the student.

In the case of a student who is a ward of the state and has no parent as defined above, the educational surrogate alternatively may be appointed by the judge overseeing the student's case, provided that the surrogate meets the above requirements.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary educational surrogates without regard to the above requirements, until an educational surrogate can be appointed that does meet those requirements.

EDUCATIONAL SURROGATE TRAINING

All educational surrogates shall participate in a training session in which they will become familiar with the Missouri Educational Surrogate Program, acquire a basic understanding of the special education process in Missouri, and develop the knowledge and skill necessary to adequately represent a student. DESE shall provide the educational surrogate training and may require assistance from the public agency to present an effective training session.

RESPONSIBLE PUBLIC AGENCY RESPONSIBILITIES

Specifically, a responsible public agency shall:

- (1) Designate a staff member who will be responsible for overseeing the educational surrogate program in their public agency. Unless notified otherwise, DESE will assume that the educational surrogate contact person is the same as the public agency's special education director or contact person;

- (2) Complete and return to DESE a "Determination of Need for Surrogate Appointment" form for each student believed to be eligible for receiving a surrogate appointment;
- (3) Assist DESE in recruiting educational surrogate volunteers and submit their names and addresses to the Department;
- (4) Be available to aid DESE with local educational surrogate training; and,
- (5) Complete and return to DESE an "LEA Educational Surrogate Evaluation" form for each surrogate serving in the public agency.

DUTIES OF THE EDUCATIONAL SURROGATE

An individual appointed to act as an educational surrogate shall:

- (1) Complete and return to DESE an Educational Surrogate Application and Verification of Eligibility form;
- (2) Attend an educational surrogate training session;
- (3) Represent their assigned student in all decisions relating to the student's education including matters related to the identification, evaluation, and educational placement of the student, as well as the provision of a free appropriate public education to the student; and,
- (4) Notify the public agency or DESE if any conflicts develop or if they will no longer be able to fulfill their educational surrogate role.

IMMUNITY FROM LIABILITY

The person appointed to act as an educational surrogate shall be immune from liability for any civil damage arising from any act or omission in representing the student in any decision related to the student's education.

This immunity shall not apply to intentional conduct, wanton and willful conduct, or gross negligence.

REIMBURSEMENT

The person appointed to act as an educational surrogate shall be reimbursed by the State Board of Education for all reasonable and necessary expenses incurred as a result of his or her representation of a student with a disability. Determination of "reasonable and necessary" expenses shall be made at the discretion of DESE and pursuant to State Office of Administration guidelines. Such expenses do not include attorney fees or child care/babysitting expenses.

EVALUATION

DESE will send to each public agency an evaluation form to complete for each educational surrogate in which they will recommend the continuation or termination of the surrogate appointment. Public agencies shall provide brief written discussions supporting a recommendation of termination and

attach any existing documentation. Upon receipt of a recommendation of termination, the Office will investigate and reach a decision on whether to terminate.

TERMINATION

The educational surrogate appointment shall be terminated at the request of the educational surrogate or in the event of any of the following situations:

- (1) The conclusions of the initial educational evaluation indicate that the student does not qualify for receiving special education;
- (2) The student's parent or guardian reappears to represent him or her or wardship is terminated;
- (3) The student is no longer in need of special education services;
- (4) The student reaches the age of majority;
- (5) The educational surrogate fails to fulfill their responsibilities as defined by state and federal regulations; and,
- (6) The student graduates and/or reaches age twenty-one (21).

J. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY (34 CFR 300.520)

When a student with a disability reaches age eighteen (18) or otherwise is emancipated in accordance with state law, the public agency shall provide any required notice to both the student and the parents. All other rights accorded to parents under Part B of IDEA transfer to the student. All rights accorded to parents transfer to students, at age eighteen (18), who are incarcerated in an adult or juvenile, state or local correctional institution. The student and parent must be notified of the transfer of rights. The transfer does not apply if the student is declared incompetent by a court of competent jurisdiction.

K. DISCIPLINARY ACTIONS/REMOVALS/EXPEDITED HEARINGS

AUTHORITY OF SCHOOL PERSONNEL

School personnel may consider any unique circumstances on a case by case basis when determining whether a change of placement, consistent with other requirements of this section, is appropriate for a student with a disability who violates a code of student conduct.

TEN (10) SCHOOL DAYS OR LESS

School personnel under this subsection may remove a student with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten (10) consecutive school days (to the

extent such alternatives are applied to students without disabilities) without providing services. School personnel may also impose additional removals of not more than ten (10) school days consecutively in that same school year for separate incidents, as long as those removals do not constitute a change of placement. Once a student has been removed from his or her placement for a total of ten (10) school days in the same school year, the public agency must, during any subsequent days of removal in that school year, provide services to the extent required below under the subheading “Services.”

LONG TERM SUSPENSION

If school personnel seek to order a change in placement that would exceed ten (10) school days consecutively and the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the student’s disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner and for the same duration in which the procedures would be applied to students without disabilities, except services must be provided to ensure the student receives a free appropriate public education, although it may be provided in an interim alternative educational setting.

CHANGE OF PLACEMENT

A removal of a student with a disability from the student’s current educational placement is a change of placement if:

- (1) The removal is for more than ten (10) school days in a row; or,
- (2) The student has been subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten (10) school days in a school year;
 - b. The student’s behavior is substantially similar to the student’s behavior in previous incidents that resulted in the series of removals; and,
 - c. Of such additional factors 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.

The public agency determines whether a pattern of removals constitutes a change of placement on a case-by-case basis. That determination is subject to review through due process and judicial proceedings.

SERVICES

The services that must be provided to a student with a disability who has been removed from the student’s current placement may be provided in an interim alternative educational setting.

A public agency is only required to provide services to a student with a disability who has been removed from his or her current placement for ten (10) school days or less in that school year, if it provides services to a student without disabilities who has been similarly removed.

A student with a disability who is removed from the student's current placement for more than ten (10) school days must:

- (1) Continue to receive educational services, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP, and
- (2) Receive, as appropriate, a functional behavioral assessment, and behavior intervention services, and modifications that are designed to address the behavior violation so that it does not happen again.

After a student with a disability has been removed from his or her current placement for ten (10) school days in that same school year and, if the current removal is for ten (10) school days in a row or less and if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one (1) of the student's teachers, shall 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 goals set out in the student's IEP.

If the removal is a change of placement, the student's IEP Team shall determine the appropriate services to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.

MANIFESTATION

Within ten (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, the public agency, the parent, and relevant members of the IEP Team (as determined by the parent and the public agency) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or, if the conduct in question, was the direct result of the public agency's failure to implement the IEP.

If the public agency, the parent, and relevant members of the IEP Team (as determined by the parent and the public agency) determine that either the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or, if the conduct in question, was the direct result of the public agency's failure to implement the IEP applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

DETERMINATION THAT BEHAVIOR WAS A MANIFESTATION

If the public agency, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the student's disability, the IEP Team shall conduct a functional behavioral assessment, and implement a behavioral intervention plan for such student, provided that the public agency had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement. If the student already has such a behavioral intervention plan, the IEP Team must review it and modify it, as necessary, to address the behavior.

Unless the removal is due to weapons, drugs, or serious bodily injury, the student must be returned to the placement from which the student was removed, unless the parent and the public agency agree to a change of placement as part of the modification of the behavioral intervention plan.

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 forty-five (45) school days, if the student:

- (1) Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency;
- (2) Knowingly has or uses illegal drugs (see the definition below) or sells or solicits the sale of a controlled substance (see the definition below) while at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency; or,
- (3) Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency.

On the date on which the decision to take that action is made, the parent must be notified of the decision and provided the Procedural Safeguards statement.

DETERMINATION OF SETTING (CFR 300.531)

The interim alternative educational setting must be determined by the IEP Team for removals that are changes of placement and forty-five (45) school day placements described under special circumstances.

EXPEDITED DUE PROCESS HEARING (34 CFR 300.532)

The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination under this subsection, or a public agency that believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited due process hearing.

AUTHORITY OF COMMISSION IN EXPEDITED HEARINGS

The Administrative Hearing Commission will hold the due process hearing and make a decision. The Commission may:

- (1) Return the student with a disability to the placement from which the student was removed if the Commission determines that the removal was a violation of the requirements described under the heading Authority of School Personnel, or that the student's behavior was a manifestation of the student's disability, or

- (2) Order a change of placement of the student with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the hearing Commission determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

These expedited hearing procedures may be repeated, if the public agency believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

Whenever a parent or a public agency files a due process complaint to request such a hearing:

- (1) The Administrative Hearing Commission must arrange for an expedited due process hearing, which must occur within twenty (20) school days of the date the hearing is requested and must result in a determination within ten (10) school days after the hearing.
- (2) Unless the parents and the public agency agree, in writing, to waive the meeting or agree to use mediation, a resolution meeting must occur within seven (7) calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) calendar days of receipt of the due process complaint.

A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other due process hearings.

The timeline for an expedited due process hearing may not be extended; however, the case may be withdrawn and re-filed.

PLACEMENT DURING APPEALS (34 CFR 300.533)

When the parent or responsible public agency has filed a due process complaint related to disciplinary matters, the student must (unless the parent and DESE or public agency agree otherwise) remain in the interim alternative educational setting pending the decision of the Administrative Hearing Commission, or until the expiration of the time period of removal as provided for and described under the heading Authority of School Personnel, whichever occurs first.

PROTECTION FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES (34 CFR 300.534)

Students who have not been identified as disabled may be subjected to the same disciplinary measures applied to students without disabilities if the public agency did not have prior knowledge of the disability. If the public agency is deemed to have knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action, the student may assert any of the protections for students with disabilities in the area of discipline. The public agency has knowledge of the disability when:

- (1) The parent has expressed concern in writing that the student needs special education services to supervisory or administrative personnel of the appropriate educational agency or a teacher of the student; or,

- (2) The parent has requested an evaluation; or,
- (3) The student’s teacher or other school staff has expressed specific concern about a pattern of the student’s behavior directly to the director of special education or to other supervisory personnel in accordance with the agency’s established child find or special education referral system.

A public agency would not be deemed to have knowledge that the student is a student with a disability if the public agency conducted an evaluation and determined that the student was not a student with a disability; or determined that an evaluation was not necessary and provided proper Notice of Action Refused prior to the behavior incident; or, if the parent of the student has not allowed an evaluation of the student pursuant to IDEA or has refused services.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed (assuming the public agency is not deemed to have knowledge that the student is a student with a disability prior to the behavior that precipitated the disciplinary action), the student remains in the educational placement determined by the public agency, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, the public agency shall provide special education and related services and follow all required procedures for disciplining students with disabilities.

REPORTING CRIMES COMMITTED BY STUDENTS WITH DISABILITIES

Nothing in this part shall be construed to prohibit a public agency from reporting crimes, to appropriate law enforcement and judicial authorities, or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by students with disabilities. An agency reporting a crime shall ensure copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. Transmittal of records must be in accordance with Family Educational Rights and Privacy Act (FERPA).

DEFINITIONS

Controlled Substance: Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in Section 202(c) of the Controlled Substances Act (21 USC 812 (c)).

Illegal Drugs: Illegal drug means a controlled substance but does not include such a substance that is legally possessed or used under the supervision of a licensed healthcare professional or that is legally possessed or used under any other authority under that Act or under any other provision of federal law.

Substantial Evidence: Substantial evidence means beyond a preponderance of the evidence.

Weapon: Weapon means dangerous weapon as defined under paragraph (2) of the first subsection (g) of Section 930 of title 18, United States Code. The term “dangerous 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 of less than 2½ inches in length.

Serious Bodily Injury: A serious bodily injury involves an injury with a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 USC 1365 (h)(3)).

Listed below are the statutes of the state of Missouri which provide a legal basis for procedural safeguards in this state:

- (1) Section 162.962 RSMo
- (2) Section 162.963(1)(2), RSMo
- (3) Section 162.955, RSMo
- (4) Section 162.997(1)(2), RSMo
- (5) Section 162.958, RSMo
- (6) Section 162.998(1)(2), RSMo
- (7) Section 162.959, RSMo
- (8) Section 162.999(1)(2)(3)(4)(5)(6)(7)(8), RSMo
- (9) Section 162.961 (1)(2)(3)(4)(5), RSMo

REGULATION VI – DISPROPORTIONALITY

A. OVERIDENTIFICATION AND DISPROPORTIONALITY (34 CFR 300.173)

The State has in effect policies and procedures designed to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of students as students with disabilities.

B. SUSPENSION AND EXPULSION RATES (34 CFR 300.170)

The State of Missouri shall examine data including data disaggregated by race and ethnicity, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities among public agencies in the State or compared to the rates for nondisabled children within the agencies.

If the discrepancies are occurring, DESE shall review and, if appropriate, revise (or require the affected State agency or local education agency to revise) its policies, procedures, and practices relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure these policies, procedures, and practices comply with IDEA.

C. SIGNIFICANT DISPROPORTIONALITY 34 CFR 300.646

The State ensures the collection and examination of data to determine if significant disproportionality based on race and ethnicity is occurring in the State and the public agencies with respect to:

- (1) The identification of students as students with disabilities, including the identification of students as students with disabilities in accordance with a particular impairment;
- (2) The placement in particular educational settings of these students; and,
- (3) The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

In the case of a determination of significant disproportionality with respect to the identification of students as students with disabilities, or the placement in particular educational settings of these students, including disciplinary action resulting in suspension or expulsion, the State shall:

- (1) Provide for the review and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure that the policies, procedures, and practices comply with the requirements of the IDEA.

- (2) Require any public agency identified with significant disproportionality to reserve the maximum amount of funds specified under the IDEA to provide comprehensive coordinated early intervening services to serve students in the public agency, particularly, but not exclusively, students in those groups that were significantly over identified; and,
- (3) Require the public agency to publicly report on a revision of policies, practices, and procedures described in these regulations.

REGULATION VII: OTHER REQUIREMENTS

A. ACCESS TO INSTRUCTIONAL MATERIALS (34 CFR 300.172)

The State of Missouri has adopted the National Instructional Materials Accessibility Standard (NIMAS) for the purpose of providing instructional materials to blind persons or other persons with print disabilities in a timely manner. “In a timely manner” means that the responsible public agency has taken all reasonable steps to ensure that students with print disabilities have accessible materials at the same time their fellow students without disabilities have their materials.

In carrying out this section, the SEA, to the maximum extent possible, must work collaboratively with the State agency responsible for assistive technology programs.

DEFINITIONS

Blind Persons or Other Persons with a Print Disability means children served under Part B of the IDEA who may qualify to receive books and other publication produced in specialized formats in accordance with the Act entitled “An Act to provide books for adult blind” approved March 3, 1931, 2 U.S.C.135a.

National Instructional Materials Access Center or NIMAC means the center established through the American Printing House for the Blind to receive and maintain a catalog of print instructional materials; to provide access to print instructional materials; and, to develop, adopt, and publish procedures to protect against copyright infringement.

National Instructional Materials Accessibility Standard or NIMAS means the standard established by the Secretary to be used in the preparation of electronic files suitable and used solely for efficient conversion into specialized formats.

Specialized Formats means Braille, audio, or digital text which is exclusively for use by blind or other persons with disabilities and with respect to print materials, includes large print formats when such materials are distributed exclusively for use by blind or other persons with disabilities.

These definitions apply to the State and each public agency.

B. PURCHASE OF INSTRUCTIONAL MATERIALS (34 CFR 300.210)

Public agencies that choose to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those materials in the same manner and under the same conditions as an SEA.

Public agencies are not required to coordinate with the NIMAC. If a public agency chooses not to coordinate with the NIMAC, the public agency must provide an assurance to DESE that the public agency will provide instructional materials to blind persons or other persons with print disabilities

in a timely manner. “In a timely manner” means that the public agency has taken all reasonable steps to ensure that students with print disabilities have accessible materials at the same time their fellow students without disabilities have their materials.

Nothing in this section relieves a public agency of its responsibility to ensure that students with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.

C. RECORDS REGARDING MIGRATORY CHILDREN WITH DISABILITIES (34 CFR 300.213)

The public agency must cooperate with efforts of the ESEA to ensure the linkage of records pertaining to migratory students with disabilities for the purpose of electronically exchanging health and educational information among the states for these students.

D. PROHIBITION ON MANDATORY MEDICATION (34 CFR 300.174)

The State prohibits State and public agency personnel from requiring parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202 (c) of the Controlled Substances Act (21 U.S.C. 812 (c)) for a student as a condition of attending school or receiving an evaluation or services under IDEA. This does not prohibit teachers or other school personnel from consulting or sharing classroom-based observations with parents or guardians regarding a student’s academic and functional performance or behavior in the classroom or school or regarding the need for evaluation for special education or related services.

E. ROUTINE CHECKING OF HEARING AIDS AND EXTERNAL COMPONENTS OF SURGICALLY IMPLANTED MEDICAL DEVICES (34 CFR 300.113)

Each public agency must ensure that hearing aids worn in school by children with hearing impairments, including deafness, and the external components of surgically implanted medical devices are functioning properly.

For a child with a surgically implanted medical device who is receiving special education and related services, a public agency is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).

REGULATION VIII: PERSONNEL STANDARDS

A. PERSONNEL QUALIFICATIONS (34 CFR 300.156)

POLICIES AND PROCEDURES

DESE has established and maintains qualifications to ensure that personnel necessary to carry out the purposes of this part are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities.

The qualifications for personnel, includes related services personnel that are consistent with any state approved or state recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or related services.

The qualifications for related services personnel ensures that related services personnel who deliver services in their discipline or profession, meet the requirements and have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis and allow assistants who are appropriately trained and supervised, in accordance with state law, regulation, or written policy, to be used to assist in the provision of special education and related services to children with disabilities.

Public agencies must ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared and meet the requirements outlined in Regulation VIII.

SPECIAL EDUCATION TEACHERS

Qualifications for teachers ensure that each person employed as a public agency special education teacher in the state who teaches in an elementary school, middle school, or secondary school is fully certificated as a special education teacher as required by the Elementary and Secondary Education Act (ESEA).

Public agencies must take measurable steps to recruit, hire, and retain qualified personnel to provide special education and related services to students with disabilities.

RULE OF CONSTRUCTION

Nothing in this part shall be construed to create a right of action on behalf of an individual student or a class of students for the failure of a particular public agency or DESE employee to be qualified or to prevent a parent from filing a complaint about staff qualifications with DESE.

USE OF PARAPROFESSIONALS

Missouri allows paraprofessionals who are appropriately trained and supervised to be used to assist in the provision of special education and related services to students with disabilities.

Supervision is provided by a properly certificated teacher appropriate for the setting. Public agencies must provide each paraprofessional, including those who hold a teaching certificate, with the orientation and initial training necessary for the individual to perform the duties associated with the work assignment prior to working with the student. At a minimum, such training shall include information and experiences related to:

- (1) The type of disabilities displayed by the students with whom they will work;
- (2) Basic principles of behavior modification;
- (3) Basic instructional techniques expected to be used (demonstration, modeling, cueing, reinforcement, correction, etc.); and,
- (4) Other areas as necessary (positioning, lifting and transferring techniques, feeding procedures, etc.).

Paraprofessionals, including those who hold a teaching certificate, shall receive a minimum of fifteen (15) hours of training within six (6) months of hire and a minimum of ten (10) hours of training yearly in subsequent school years.

TELEPRACTICE

Telepractice is a service delivery model using technology to deliver professional services at a distance by linking professional to student or professional to professional for assessment, intervention, and/or consultation. Utilization of telepractice is governed by the Missouri professional licensing boards and by the policy, procedures, and practices for each profession (i.e. The American Speech-Language-Hearing Association, The American Occupational Therapy Association, The American Psychological Association, etc.).

PERSONNEL STANDARDS

The Personnel Standards outlined in the following pages list the Titles, Responsibilities, Educational Qualifications, and appropriate Missouri Licensure or Certification requirements for the personnel providing special education and related services for students with disabilities. The Titles listed are not intended to be a finite listing of occupational categories.

The descriptions listed under Responsibilities are not an all inclusive list. Public agencies should review applicable Practice Acts, code of ethics, and content of an individual's preparation program to determine if a designated individual can deliver specific services. Services must be provided consistent with the appropriate guidelines and requirements specified by the individual licensure requirements. In addition, the administration of some standardized assessments have specific requirements for administration. Personnel, with the appropriate education and training, may be qualified to administer these assessments and may hold a variety of job titles.

The Educational Qualifications indicate the entry-level academic degree needed for state approved licensure or certification. Public agencies may employ individuals with qualifications that exceed these requirements. Licensure and Certification requirements are those currently in place and are subject to change by the appropriate governing agency. Specific requirements are available from the appropriate licensing or certifying agency that is listed.

PERSONNEL STANDARDS

TITLE	RESPONSIBILITIES	EDUCATIONAL QUALIFICATIONS	CERTIFICATES OR LICENSE
Adaptive Physical Education Teacher	Direct instruction, consult with teachers, assist in developing IEPs, individualized assessments.	Bachelor's Degree	Certification in physical education or special education issued by the State Board of Education
Assistant Behavior Analyst	Provides applied behavior analysis services under the supervision of a behavior analyst. Supervises the implementation of ABA services by ABA implementers such as Paraprofessionals or Registered Behavior Technicians. Conducts assessments and develops plans. Provides support, consultation, and intervention regarding behavior management and ABA instruction. Conducts professional development in behavior intervention and instructional techniques including but not limited to discrete trial, pivotal response training, and verbal behavior training.	Bachelor's Degree	License issued by the Division of Professional Registration
Audiologist	Plans and implements screening, evaluation/diagnosis, and special education services for hearing impaired students.	Master's Degree	License issued by the State Board of Registration for the Healing Arts
Audiology Aide	Works under direct supervision of a licensed audiologist.	High school diploma or a high school equivalency (HSE) certificate	Registration certificate issued by the State Board of Registration for the Healing Arts
Behavior Analyst	Provides applied behavior analysis services. Develops and oversees behavior intervention plans. Supervises the implementation of ABA services by ABA implementers such as Paraprofessionals or Registered Behavior Technicians. Conducts assessments and develops plans. Provides support, consultation, and intervention regarding behavior management and ABA instruction. Conducts professional development in behavior intervention and instructional techniques including but not limited to discrete trial, pivotal response training, and verbal behavior training.	Master's Degree	License issued by the Division of Professional Registration
Case Manager	An administrative function that includes oversight of the IEP process on an individual student basis.	Bachelor's Degree	Certification in any area of special education issued by the State Board of Education
Counselor, School	Provides direct guidance and counseling to eligible students with disabilities not routinely provided to the entire school population.	Master's Degree	Certification as a School Counselor issued by the State Board of Education

Counselor, Licensed Professional	Provides individual and group counseling techniques, methods or procedures for the purposes of assessing, understanding or influencing behavior. Conducts assessments for aptitudes, intelligence, attitudes, abilities, achievement, interests or personal characteristics. Provides Therapeutic vocational/personal rehabilitation.	Master's Degree	License issued by the Division of Professional Registration
Educational Diagnostician	Administers educational evaluations and assists in determining eligibility for special education.	Master's Degree	Certification as a School Counselor, School Psychological Examiner, School Psychologist, or in special education issued by the State Board of Education; or a Licensed Professional Counselor license issued by Division of Professional Registration
Interpreter of the Deaf	Facilitates communication between students with hearing impairments and hearing persons.	High school diploma or a high school equivalency (HSE) certificate	Certification issued by the Commission for the Deaf and a license issued by the Division of Professional Registration.
Music Therapist	Participates in the development and implementation of IEPs.	Bachelor's Degree	Certification recognized by the American Music Therapy Association
Occupational Therapist	Provides occupational therapy and evaluation services to eligible students with disabilities.	Bachelor's Degree	License issued by the Missouri Board of Occupational Therapy
Occupational Therapy, Certified Assistant (COTA)	Provides occupational therapy services under the direction of a licensed occupational therapist.	AA degree	License issued by the Missouri Board of Occupational Therapy
Orientation and Mobility (O&M) Specialist	Provides orientation and mobility services to eligible students with visual impairments.	Bachelor's Degree with specialization in orientation and mobility, teaching the blind and visually impaired, rehabilitation teaching, special education, occupational therapy, physical therapy or closely related area	Certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as an Orientation and Mobility Specialist (COMS) or current O&M services contract with Rehabilitation Services for the Blind
Orientation and Mobility Paraprofessional	Provides orientation and mobility services under the direction of an Orientation and Mobility (O&M) Specialist.	High school diploma or a high school equivalency (HSE) certificate, and demonstrated proficiency in O&M as determined by the supervisory O&M Specialist	None

Paraprofessional	Assists with the implementation of IEPs under the direction of a licensed/certificated professional. Additional responsibilities may include: practicing and supporting skills and behaviors described in a child's IEP goals related to instruction provided by a licensed/certificated professional, meeting the physical needs of the student, preparation of materials and providing other supports that may be necessary based on the student's needs and disability.	High school diploma or a high school equivalency (HSE) certificate OR If assigned to a school-wide Title I building, meets the paraprofessional requirements of the Elementary and Secondary Education Act	None
Paraprofessional for Braille Instruction	Assists with the implementation of IEPs under the direction of a teacher for the visually impaired.	High school diploma or a high school equivalency (HSE) certificate OR If assigned to a school-wide Title I building, meets the paraprofessional requirements of the Elementary and Secondary Education Act and demonstrated proficiency in Braille as determined by the supervisory teacher for the visually impaired	None
Physical Therapist	Provides physical therapy and evaluation services to eligible students with disabilities.	Bachelor's Degree OR Master's Degree if graduated after December 31, 2002	License issued by the State Board of Registration for the Healing Arts
Physical Therapist Assistant	Provides Physical Therapy services under the direction of a physical therapist.	60 hours prescribed course of study, Associate's Degree	License issued by State Board of Registration for the Healing Arts
Physician	Provides medical, evaluative, and diagnostic services, and assists in planning and implementing special education services for students with disabilities.	Medical Degree	License issued by the State Board of Registration for the Healing Arts

Psychologist, School	Administers psychological tests, participates on evaluation teams, provides psychological services to eligible students with disabilities as specified on the IEP, and assists in planning and implementing special education services.	Master's Degree	Certification as a School Psychologist issued by the State Board of Education
Psychologists	Administers psychological tests, participates on evaluation teams, provides psychological services to eligible students with disabilities as specified on the IEP, and assists in planning and implementing special education services.	Master's Degree	License issued by the Division of Professional Registration
Recreational Therapist	Participates in the development and implementation of IEPs.	Bachelor's Degree	Certification recognized by the Recreational Therapy Association
Registered Behavior Technician	Implements behavior intervention strategies and applied behavior analysis supports under supervision of the Behavior Analyst and/or Assistant Behavior Analyst. Assists in the implementation of intervention strategies and the preparation and collection of data for Behavior Intervention Plans.	Complete 40 hours of training through an approved curriculum and pass competency examination needed to apply for registration issued by the Behavior Analyst Certification Board	Registered Behavior Technician registration issued by the Behavior Analyst Certification Board
School Nurse, LPN	Provides health services under the direction of an RN or Physician. http://www.allnursingschools.com/nursing-careers/article/registered-nurse-vs-licensed-practical-nurse/	Degree, diploma or certificate from an accredited Licensed Practical Nursing Program	License issued by the State Board of Nursing
School Nurse, RN	Provides screening, evaluative, and diagnostic health information. Provides health services to eligible students with disabilities as specified on the student's IEP. The health services would include only those not routinely provided to the entire school population.	Degree, diploma or certificate from an accredited Professional Nursing Program	License issued by the State Board of Nursing
School Psychological Examiner	Coordinates and/or participates on the multidisciplinary evaluation team. Conducts individual evaluations and assists in determining whether a student is a student with a disability	Master's Degree	Certification as a School Psychological Examiner issued by the State Board of Education

School Social Worker	Provide services to parents of students with special education needs, assists in the development and implementation of IEPs. Assist in identification and assessment of individual's educational needs including social, emotional, behavioral, adaptive needs; develops and implements behavior intervention plans: provides individual, group, parent, and family counseling and consultation; serves as a liaison with home, school, and community.	Master's Degree in Social Work	None
Social Worker, Licensed Clinical	Provides methods, principles, and techniques of casework, group work, client centered advocacy community organization, administration, planning, evaluation, consultation, research, psychotherapy and counseling methods and techniques to persons, families, and groups in assessment, diagnosis, treatment, prevention, and amelioration of mental emotional conditions. Delivers services that are billable to Medicaid.	Master's Degree	License issued by Missouri State Committee for Social Workers
Special Education Administrator	Directs, coordinates, and supervises the public agency's special education services.	Master's Degree	Certification as a Special Education Administrator issued by the State Board of Education.
Special Education Process Coordinator	Supervises the special education process from referral through placement and provision of services, appropriate identification and placement of students with disabilities; and, public agency compliance with state and federal requirements for special education.	Bachelor's Degree	Certification in any area of special education issued by the State Board of Education or certification or licensure in a related service area
Special Education Supervisor/PK-12	Directs and assists special education teachers and paraprofessionals, grades PK-12, or any combination thereof, in providing special education services to students with disabilities.	Bachelor's Degree	Certification in special education issued by the State Board of Education
Speech/Language Pathologist	Provides direct instruction, consultation with teachers, develops IEPs, writes evaluation reports, and may provide evaluation services and any other duties permitted by state law.	Master's Degree	Certification as a Speech and Language Pathologist issued by the State Board of Education or license issued by the State Board of Registration for the Healing Arts
Speech/Language Pathologist, Diagnostic	Provides evaluation services for students with suspected speech/language disabilities. This person does not have a caseload of students for provision of direct services.		

Speech/Language Pathology Aide	Works under the direct supervision of a licensed speech/language pathologist. Additional responsibilities may include preparation of materials and providing other supports that may be necessary based on the student's needs and disability.	High school diploma or a high school equivalency (HSE) certificate	Registration certificate issued by the State Board of Registration for the Healing Arts
Speech/Language Pathology Assistant	Assists with the implementation of IEPs under the direction of a licensed speech/language pathologist.	Bachelor's Degree	Registration certificate issued by the State Board of Registration for the Healing Arts
Teacher <ul style="list-style-type: none"> • Early childhood special education 	Direct instruction, consultation with teachers, develop IEPs, writing evaluation reports, travel training, individualized assessments.	Bachelor's Degree	Certification in early childhood special education issued by the State Board of Education
Teacher <ul style="list-style-type: none"> • Early childhood blended 	Direct instruction, consultation with teachers, develop IEPs, writing evaluation reports, travel training, individualized assessments.	Bachelor's Degree	Certification in early childhood or early childhood special education issued by the State Board of Education
Teacher <ul style="list-style-type: none"> • Hearing Impaired 	Specialized instruction in sign language or other related instruction.	Bachelor's Degree	Certification in deaf and hearing impaired issued by the State Board of Education
Teacher <ul style="list-style-type: none"> • Specially designed instruction 	Direct instruction, consultation with teachers, develop IEPs, writing evaluation reports, travel training, co-teaching, individualized assessments, sign language instruction.	Bachelor's Degree	Certification in special education issued by the State Board of Education
Teacher <ul style="list-style-type: none"> • Visually Impaired 	Specialized instruction in Braille or other related instruction.	Bachelor's Degree	Certification in blind and partially sighted issued by the State Board of Education
Vocational/Career Education Resource Educator (VRE)	Assists with the development and implementation of IEPs and the placement of students with disabilities in vocational programs.	Bachelor's Degree	Special Education Certificate or Counselor or Vocational Certificate and additional coursework as determined by the Vocational Division

REGULATION IX: CASELOADS

A. CLASS SIZE AND CASELOADS

Caseloads and Class Size Requirements differ between Early Childhood Special Education (ECSE) and grades K-12. Caseloads for ECSE are mandatory and tied to funding requirements. The standards for grades K-12 are desirable and should not exceed the maximum case load outlined in the Caseload guidance on the Office of Special Education website. Factors to consider when determining caseload for grades K-12 are listed below.

CLASS SIZE/CASELOAD STANDARDS FOR GRADES K-TWELVE (12)

It is the responsibility of the public agency to assign students to classes and monitor student/teacher ratios for class size and caseload to ensure that there are adequate staff and that staff have adequate time to provide for the implementation of the IEP of each identified student with a disability.

Paraprofessionals/aides may be assigned to specific students and/or may be assigned to classrooms based upon the number and unique needs of students with disabilities being served in the class. While qualified teachers and licensed therapists must design and provide initial or original instruction, support personnel may provide reinforcement and practice of previously taught skills or content. Additionally, appropriately trained support personnel may provide assistance to students in response to specific needs related to:

- (1) Significant cognitive and/or sensory impairments;
- (2) Safety;
- (3) Mobility;
- (4) Personal care;
- (5) Behavior;
- (6) Medical/health; or,
- (7) Other unique circumstances.

Considerations when making staffing determinations include:

- (1) Instructional planning time (minimum of 250 minutes per week of instructional planning during the school day is required);
- (2) Data collection, observation, assessment, and report preparation;

- (3) Consultation and IEP planning with general educators;
- (4) IEP case management;
- (5) IEP Team meetings and meetings with parents;
- (6) Age of the students (younger students generally require more assistance with personal tasks such as toileting, dressing, and feeding); and,
- (7) Travel time between assignments.

When assigning students to a self-contained classroom, consideration should be given to the following:

- (1) Severity of the disability of the students assigned to the classroom;
- (2) Ages of students assigned to the classroom;
- (3) Range of needs of the students as specified in their IEPs;
- (4) Unique needs of the students as specified in their IEPs;
- (5) Other duties assigned to the classroom teacher (IEP case management, recess, lunch, etc.); and,
- (6) Level of paraprofessional support provided

When assigning students to a resource or general education classroom, consideration should be given to the following:

- (1) The ages and grade levels of the students served
- (2) The severity of the disabilities of the students served
- (3) The unique needs of the students as identified in their IEPs
- (4) The number of IEPs managed by the teacher
- (5) Any assessment/evaluation responsibilities of the teacher
- (6) Other duties assigned to the teacher

CASELOADS AND CLASS SIZE REQUIREMENTS FOR EARLY CHILDHOOD SPECIAL EDUCATION (ECSE)

Caseload Requirements

Caseloads for ECSE are mandatory and tied to funding requirements. The number of personnel approved for each public agency will be based upon a review of the public agency's data for early childhood special education. ECSE funding will not be provided for staff serving children who are age five (5) and kindergarten age eligible.

Position/Full Time Equivalent	Caseload/ Class Size
Teacher of Early Childhood Special Education Classroom	10-20
Teacher of Integrated Classroom	10-20
Itinerant Teacher (teachers who move from class to class within a facility or travel to other facilities)	12-22
Teacher of Severe/Low Incidence Classrooms	4-10
Paraprofessional in ECSE Centerbased Self Contained Classroom or Integrated Classroom	10-20
Paraprofessional in ECSE Severe/Low Incidence Classrooms	4-10
Diagnostic Staff – for each position	160
Related Services Staff Employed by District (Occupational Therapist, Physical Therapist, Speech Therapist)	35-50
ECSE Dedicated Program or Process Coordinator (Administrator)	180
ECSE Secretary	180
Nurse (FTE can be increased if additional nursing needs are specifically addressed in IEPs)	175
Social Worker	
General	175
Diagnostic	160
Related Services	35-50

REGULATION X: FISCAL REQUIREMENTS

A. SUBGRANTS TO PUBLIC AGENCIES (34 CFR 300.705)

For each year for which funds are allocated to states under 34 CFR 300.703, it is the policy of the Department of Elementary and Secondary Education (DESE) to award subgrants to public agencies as described in 34 CFR 300.705.

USE OF AMOUNTS (34 CFR 300.202)

The amounts provided to the public agency under Part B of the Act must be:

- (1) Expended in accordance with applicable provisions of Part B of IDEA;
- (2) Used only to pay the excess costs of providing special education and related services to students with disabilities, consistent with the excess cost provision of this section;
- (3) Used to supplement State, local, and other Federal funds and not to supplant those funds;
- (4) Expended in accordance with the public agency's Part B Budget Application; and,
- (5) Directed 100 percent towards special education unless otherwise allowed.

PERMISSIVE USE OF FUNDS (34 CFR 300.208)

Funds provided to a public agency under Part B of the Act may be used for the following activities:

- (1) Services and aids that also benefit nondisabled children: For the costs of special education and related services and supplementary aids and services, provided in a regular class or other education-related setting to a student with a disability in accordance with the IEP of the student, even if one or more students will benefit from these services.
- (2) Coordinated Early Intervening services: 34 CFR 205(d), 34 CFR 208 (a)(2), 34 CFR 226). To develop and implement coordinated, early intervening educational services in accordance with 34 CFR 300.226. A public agency may not use more than fifteen (15) percent of the amount the agency receives under Part B for any fiscal year, less any amount reduced by the agency under adjustments to local fiscal effort, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated, early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment. In implementing coordinated, early intervening service, a responsible public agency may carry out activities that include:

- a. Professional development (which may be provided by entities other than public agencies) for teachers and other staff to enable such personnel to deliver scientifically-based academic instruction and behavioral interventions, including scientifically-based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
- b. Providing educational and behavioral evaluations, services, and supports, including scientifically-based literacy instruction.

Nothing in this section shall be construed to either limit or create a right to FAPE under Part B or to delay appropriate evaluation of a student suspected of having a disability. The amount of funds expended by public agency for early intervening services under 34 CFR 300.226 shall count toward the maximum amount of expenditures that the public agency may reduce local effort.

- (3) High cost special education and related services: To establish and implement cost or risk sharing funds, consortia, or cooperative for the public agency itself or for public agencies working in a consortium of which the public agency is a part, to pay for high cost special education and related services. In Missouri this is known as the “High Need Fund.”
- (4) Administrative case management: A public agency may use funds received under Part B of the Act to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the IEP of students with disabilities that is needed for the implementation of those case management activities.
- (5) Schoolwide Programs under Title I of the Elementary and Secondary Education Act (ESEA) 34 CFR 300.206: Public agencies may use funds received under Part B for any fiscal year to carry out a school-wide program under section 1114 of the ESEA. The amount used in any school-wide program may not exceed the amount received by the public agency under Part B for that fiscal year, divided by the number of students with disabilities in the jurisdiction of the public agency, and multiplied by the number of students with disabilities participating in the school-wide program. Part B funds used in this manner, must be considered Federal Part B funds for purposes of calculations required for determining excess costs. All other requirements of Part B of the Act must be met by a public agency using Part B funds in a school-wide program, including ensuring that students with disabilities in school-wide program receive services in accordance with a properly developed IEP and are afforded all of the rights and services guaranteed to students with disabilities under the Act.

B. ACCOUNTING AND PAYMENT PROCEDURES

Public agencies shall submit a budget application for Part B funds on or before the required due date. Part B funds may not be obligated until the budget application has been substantially approved, which occurs upon submission.

Public agencies must ensure that obligations made with Part B funds only occur between the substantial approval date of the budget application and June 30 of the fiscal year.

Public agencies must ensure obligated Part B funds are expended by September 30 of each fiscal year.

Public agencies must ensure Part B funds from the current grant cycle do not pay for expenditures from a prior grant cycle.

The public agency must ensure that the public agency's written procurement procedure is followed when purchasing goods and/or services with Part B funds.

Public agencies shall submit payment requests for Part B funds by the required due dates. Payment requests must be based on actual expenditures to date.

Public agencies must create a coding system for tracking special education expenditures paid with Part B funds, state funds, and local funds separately.

Public agencies must create a coding system to tie all federal revenue received (Part B, Early Childhood Special Education (ECSE), and High Need Fund (HNF)) to specific expenditures.

Public agencies must ensure that all personnel paid in full or in part with Part B funds must maintain time and effort documentation.

Public agencies must use the accounting codes identified in the MO Accounting Manual to track special education expenditures.

Capital outlay purchases with Part B funds must be prior approved by the Department. This includes equipment, construction/renovation and vehicles/buses.

Each public agency shall submit a final expenditure report (FER) for Part B funds on or before the required due date.

Appropriate records shall be maintained to verify all expenditure of funds received under Part B of IDEA.

C. EXCESS COST (34 CFR 300.202)

A responsible public agency may not use funds provided under Part B of IDEA to pay for all of the costs directly attributable to the education of a child with a disability ages six (6) through seventeen (17).

A responsible public agency may use Part B funds to pay for all of the costs directly attributable to the education of a child with a disability ages three (3) through five (5) and ages eighteen (18) through twenty (20), if no local or State funds are available for nondisabled children of these ages.

However, the agency must comply with the nonsupplanting and other requirements of this part in providing the education and services for these children.

A responsible public agency meets the excess cost requirement if it has spent at least a minimum average amount for the education of its children with disabilities before funds under Part B are used.

Excess costs must be calculated in accordance with 34 CFR 300.16 and may not include capital outlay or debt service.

D. MAINTENANCE OF EFFORT (34 CFR 300.203)

ELIGIBILITY STANDARD

For purposes of establishing the public agency's eligibility for an award for a fiscal year, the SEA must determine that the public agency budgets, for the education of children with disabilities, at least the same amount, from at least one of the following sources, as the public agency spent for that purpose from the same source for the most recent fiscal year for which information is available:

- (1) Local funds only;
- (2) The combination of State and local funds;
- (3) Local funds only on a per capita basis; or
- (4) The combination of State and local funds on a per capita basis.

When determining the amount of funds that the public agency must budget to meet the requirement in paragraph (a)(1) of this section, the public agency may take into consideration, to the extent the information is available, the exceptions and adjustment provided in §§ 300.204 and 300.205 that the public agency:

- (1) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which the public agency is budgeting; and
- (2) Reasonably expects to take in the fiscal year for which the public agency is budgeting,
- (3) Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the public agency is required to account to the Federal government directly or through the SEA may not be considered in determining whether a public agency meets the standard in paragraph (a)(1) of this section.

COMPLIANCE STANDARD

Except as provided in §§ 300.204 and 300.205, funds provided to a public agency under Part B of the Act must not be used to reduce the level of expenditures for the education of children with disabilities made by the public agency from local funds below the level of those expenditures for the preceding fiscal year.

A public agency meets this standard if it does not reduce the level of expenditures for the education of children with disabilities made by the public agency from at least one (1) of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in §§ 300.204 and 300.205:

- (1) Local funds only;
- (2) The combination of State and local funds;
- (3) Local funds only on a per capita basis; or
- (4) The combination of State and local funds on a per capita basis.

Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the public agency is required to account to the Federal government directly or through the SEA may not be considered in determining whether a public agency meets the standard in paragraphs (b)(1) and (2) of this section.

SUBSEQUENT YEARS RULE

If, in the fiscal year beginning on July 1, 2013, or July 1, 2014, a public agency fails to meet the requirements of § 300.203 in effect at that time, the level of expenditures required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not the public agency's reduced level of expenditures.

If, in any fiscal year beginning on or after July 1, 2015, a public agency fails to meet the requirement of paragraph (b)(2)(i) or (iii) of this section and the public agency is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(i) or (iii) in the absence of that failure, not the public agency's reduced level of expenditures.

If, in any fiscal year beginning on or after July 1, 2015, a public agency fails to meet the requirement of paragraph (b)(2)(ii) or (iv) of this section and the public agency is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures

required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(ii) or (iv) in the absence of that failure, not the public agency's reduced level of expenditures.

CONSEQUENCE OF FAILURE TO MAINTAIN EFFORT

If a public agency fails to maintain its level of expenditures for the education of children with disabilities in accordance with paragraph (b) of this section, the SEA is liable in a recovery action under section 452 of the General Education Provisions Act (20 U.S.C. 1234a) to return to the Department, using non-Federal funds, an amount equal to the amount by which the public agency failed to maintain its level of expenditures in accordance with paragraph (b) of this section in that fiscal year, or the amount of the public agency's Part B subgrant in that fiscal year, whichever is lower.

EXCEPTIONS TO MAINTENANCE OF EFFORT (34 CFR 300.204)

The total amount or average per capita amount of either local only or the combined State and local school funds budgeted by the public agency for expenditures in the current fiscal year for the education of students with disabilities must be at least equal to the total amount or average per capita amount of state and local school funds actually expended for the education of students with disabilities in the most recent preceding fiscal year for which the information is available.

Allowance may be made for:

- (1) The voluntary departure, by retirement or otherwise, or departure by just cause, of special education or related services personnel;
- (2) A decrease in the enrollment of children with disabilities;
- (3) The termination of the obligation of the agency, consistent with this part, to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child has left the jurisdiction of the agency, has reached the age at which the obligation of the agency to provide FAPE to the child has terminated, or no longer needs the program of special education;
- (4) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities; and,
- (5) The assumption of cost by the high cost fund operated by the SEA under 34 CFR 300.704(c).

ADJUSTMENT TO FISCAL EFFORT (34 CFR 300.205)

In any fiscal year for which a public agency's Federal allocation exceeds the amount the public agency received in the previous fiscal year, the public agency may reduce the level of expenditures required for the education of children with disabilities from state and local funds by not more than fifty (50) percent of the amount in excess.

If a public agency exercises the authority to reduce the state or local effort, the public agency must use an amount of state or local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the ESEA regardless of whether the public agency is using funds under the ESEA for those activities.

If the SEA determines that a public agency is unable to establish and maintain programs of FAPE that meet the requirements of section 613 (a) of the Act and this part or the SEA has taken action against the public agency under section 616, the SEA must prohibit the public agency from reducing the level of expenditures for that fiscal year.

The amount of funds expended by the public agency for early intervening services under 34 CFR 300.226 shall count toward the maximum amount of expenditures that the public agency may reduce maintenance of fiscal effort.

E. WITHHOLDING OF PAYMENTS

When the Department finds a failure to comply with any provision of applicable state or federal law, the Department may notify the public agency of restriction of funds under Part B until compliance is met.

F. PERSONNEL

Personnel paid in full or in part from Part B funds must be appropriately prepared and trained as outlined in Regulation VIII, Personnel Standards of this State Plan.

Personnel paid in full or in part from Part B funds must maintain time and effort documentation prescribed in the Uniform Grant Guidance.

REGULATION XI: EARLY CHILDHOOD (ECSE) EXPENDITURE REQUIREMENTS

A. EARLY CHILDHOOD SPECIAL EDUCATION (ECSE) EXPENDITURE REQUIREMENTS

Early Childhood Special Education expenditures must be reported annually through an Expenditure Report for service provided during the previous school year. ECSE reimbursement may be paid through the monthly payment transmittal and may include both state and federal funds.

ECSE expenditures may be claimed under the following categories: contractual expenditures, personnel, equipment, extended school year, leases/capital outlay, operation of plant, professional development, mileage, transportation, start-up costs, supplies/program maintenance.

GENERAL REQUIREMENTS

All expenditures must follow the public agency's procurement guidelines.

Public agencies may not collect or charge tuition costs for allowable ECSE services; however, the public agency may charge for tuition related to general early childhood education that is not part of the Individualized Education Program (IEP).

CONTRACTUAL EXPENDITURES

Placement of students outside of the public agency for instructional services must be through an approved private agency or another public agency. Private agency tuition costs must be prorated if services other than ECSE are included in the tuition cost, unless the other service is part of the IEP goals.

PERSONNEL REQUIREMENTS

ECSE personnel must meet all personnel standards and caseload requirements as stated herein.

EQUIPMENT EXPENDITURES

Equipment is defined as items that have a useful life of at least one year and a cost of \$1,000 or more per unit.

All equipment items purchased with ECSE funds are the property of the public agency's ECSE program and must remain with the program.

All individualized equipment purchases must be IEP driven.

LEASE EXPENDITURES

Leases are allowed for facilities, modular units, buses, vehicles, and office equipment.

Facility lease payments are made in accord with 5 CSR 30-640.200.

CAPITAL OUTLAY

Funding for ECSE Capital Outlay, including but not limited to: facility renovation, facility construction, facility purchase, copiers, and vehicles/buses is not permitted and will not be reimbursed unless the public agency had an approved ECSE capital cost purchase agreement with the Department prior to July 1, 2015.

OPERATION OF PLANT EXPENDITURES

For ECSE programs in stand-alone facilities with no other programs, all utilities and custodial costs may be charged to the ECSE program.

For ECSE programs in facilities with other programs/grades, a prorated portion of the utilities and custodial costs may be charged to the ECSE program.

PROFESSIONAL DEVELOPMENT EXPENDITURES

Teachers, administrators, and other direct services staff (OT, PT, SLPs, Interpreters, etc.) are allotted \$300 per FTE for professional development activities. Part-time staff must be prorated based on these flat rate amounts.

Paraprofessionals are allotted \$150 per FTE for professional development activities. Part-time staff must be prorated based on these flat rate amounts.

START-UP COSTS/NEW CLASSROOMS REQUIREMENTS

Start-up costs of \$10,000 are allotted for a new classroom when the public agency has an increase from the prior year to the current year in either the December 1 Child Count or the End of the Year Count that meets the minimum caseload requirement.

A public agency that previously contracted for ECSE services with a private agency or cooperative and is starting a program in-house may utilize start-up funds even if minimum caseload requirements are not met.

Start-up costs of \$1,200 per FTE are allotted for each new itinerant position that meets minimum caseload requirements.

SUPPLIES/PROGRAM MAINTENANCE EXPENDITURES

The public agency is allotted at a minimum \$75 per the December 1 Child Count or the End of the Year Child Count (whichever is higher).

TRANSPORTATION EXPENDITURES

Public agencies with dedicated ECSE routes may charge the full cost of the bus driver, bus aides, contracted transportation costs, supplies, and equipment to the program. A prorated cost may be charged for mechanics, dispatchers, bus barns, contracted maintenance, and insurance.

Public agencies that do not have dedicated ECSE routes may only charge a prorated portion of the cost for the bus driver, bus aides, contracted transportation (not including maintenance) costs, supplies, and equipment. The public agency may not charge the program for mechanics, contracted maintenance, dispatchers, bus barns, and insurance.

REGULATION XII: STAKEHOLDERS

A. PUBLIC PARTICIPATION (34 CFR 300.167-300.169)

The State of Missouri ensures that, prior to the adoption of any policies and procedures needed to comply with the Individuals with Disabilities Education Act, or prior to submitting a State Plan to the Secretary, there are public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities.

B. PUBLIC ATTENTION (34 CFR 300.606)

If the State receives notice that an enforcement action is proposed or is being taken against the State by the Secretary of Education, DESE must take such actions as may be necessary to notify the public within the State of the pendency of that enforcement action. At a minimum, the State must post a notice on the DESE website and distribute the notice to the media and through public agencies.

C. STATE ADVISORY PANEL (34 CFR 300.167)

The State of Missouri maintains an advisory panel for the purpose of providing policy guidance with respect to special education and related services for children with disabilities in the State. The advisory panel is appointed by the Commissioner of DESE. The Panel is a public governmental body as defined by Missouri's Open Meetings and Records Law and complies with the "Sunshine Law."

MEMBERSHIP (34 CFR 300.168)

The membership of the State advisory panel is representative of the State population and is composed of individuals involved in or concerned with the education of children with disabilities, including:

- (1) Parents of children with disabilities (ages birth through twenty-six (26));
- (2) Individuals with disabilities;
- (3) Teachers;
- (4) Representatives of institutions of higher education that prepare special education and related services personnel;
- (5) State and local education officials, including officials who carry out activities under the McKinney-Vento Homeless Assistance Act;

- (6) Administrators of programs for children with disabilities;
- (7) Representatives of other State agencies involved in the financing or delivery of related services to children with disabilities;
- (8) Representatives of private schools and public charter schools;
- (9) At least one (1) representative of a vocational, community, or business organization concerned with the provision of transition services to children with disabilities;
- (10) A representative from the State child welfare agency responsible for foster care; and,
- (11) Representatives from the State juvenile and adult corrections agencies.

A majority of the members of the panel must be individuals with disabilities or parents of children with disabilities (ages birth through twenty-six (26)).

ADVISORY PANEL DUTIES (34 CFR 300.169)

The State advisory panel must:

- (1) Advise the SEA of unmet needs within the State in the education of children with disabilities;
- (2) Comment publicly on any rules or regulations proposed by the State regarding the education of children with disabilities;
- (3) Advise the SEA in developing evaluations and reporting on data to the Secretary under section 618 of the Act;
- (4) Advise the SEA in developing corrective action plans to address findings identified in Federal monitoring reports under Part B of the Act;
- (5) Advise the SEA in developing and implementing policies relating to the coordination of services for children with disabilities; and,
- (6) Advise on the education of eligible students with disabilities who have been convicted as adults and incarcerated in adult prisons.

ADVISORY PANEL PROCEDURES

- (1) The advisory panel shall meet as often as necessary to conduct its business.
- (2) Official minutes must be kept on all panel meetings and must be made available to the public on request.

- (3) All advisory panel meetings and agenda items must be announced enough in advance of the meeting to afford interested parties a reasonable opportunity to attend. Meetings must be open to the public.
- (4) Interpreters and other necessary services must be provided at panel meetings for panel members or participants.
- (5) The advisory panel shall serve without compensation but the State must reimburse the panel for reasonable and necessary expenses for attending meetings and performing duties.

REGULATION XIII: PRIVATE SCHOOLS

This section applies to children with disabilities who attend private or parochial schools or who are home schooled.

A. CHILDREN ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE

A public agency is not required to pay for the cost of education, including special education and related services, of a student with a disability at a private school or facility if the public agency made FAPE available to the student and the parents elected to place the student in a private school or facility. However, the public agency shall include that student in the population whose needs are addressed consistent with 34 CFR 300.131-300.144 that are outlined in this section.

Disagreements between a parent and a public agency regarding the availability of a program appropriate for the student and the question of financial responsibility are subject to the due process procedures.

If the parents of a student with a disability, who previously received special education and related services under the authority of a public agency, enroll the student in a private preschool, elementary, or secondary school without the consent of or referral by the public agency, a court or a hearing officer may require the agency to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the agency had not made FAPE available to the student in a timely manner prior to that enrollment and that the private placement is appropriate. A parental placement may be found to be appropriate by a hearing officer or a court even if it does not meet the State standards that apply to education provided by DESE and public agencies.

The cost of reimbursement described in the above paragraph may be reduced or denied if at the most recent IEP Team meeting that the parents attended prior to removal of the student from the public agency, the parents did not inform the IEP Team that they were rejecting the placement proposed by the public agency to provide FAPE to their student, including stating their concerns and their intent to enroll their student in a private school at public agency expense, or at least ten (10) business days (including any holidays that occur on a business day) prior to the removal of the student from the public agency, the parents did not give written notice to the public agency of the information previously described in this section; and if, prior to the parents' removal of the student from the public agency, the public agency informed the parents, through the notice requirements described in 34 CFR 300.503(a)(1), of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the student available for the evaluation, or upon a judicial finding of unreasonableness with respect to actions taken by the parents.

Notwithstanding the notice requirement, the cost of reimbursement:

- (1) Must not be reduced or denied for failure to provide the notice if:
 - a. the public agency prevented the parent from providing the notice;
 - b. the parents had not received notice; or,
 - c. maintaining the student in the public agency placement would likely result in physical harm to the student; and
- (2) May, in the discretion of the court or a hearing officer, not be reduced or denied for failure to provide this notice if the parents are not literate or cannot write in English or if maintaining the student in the public agency would likely result in serious emotional harm to the student.

B. CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS-CHILD FIND

Private school students with disabilities means students with disabilities enrolled by their parents in private schools that meet the definition of elementary or secondary school.

CHILD FIND FOR PRIVATE SCHOOL CHILDREN WITH DISABILITIES (34 CFR 300.131)

Each public agency shall locate, identify, and evaluate all private school students with disabilities, who are enrolled by their parents in private schools (including religious/parochial schools, home schools, and private elementary schools and secondary schools) located in the public agency's boundaries.

The child find process must be designed to ensure equitable participation of parentally-placed private school children and an accurate count of those children.

In carrying out these requirements, the public agency must undertake activities similar to the activities undertaken for the agency's public school children.

The cost of carrying out the child find requirements in this section, including initial evaluations and reevaluations, may not be considered in determining if the public agency has met its proportionate share obligation.

The child find process must be completed in a time period comparable to that for students attending the public agency.

Each public agency in which private, including religious, elementary schools and secondary schools are located, must, in carrying out the child find requirements in this section, include parentally-placed private school children who reside in a State other than Missouri, but attend a private school located in Missouri.

C. PUBLIC AGENCY REQUIREMENTS TO PROVIDE SERVICES FOR PARENTALLY-PLACED PRIVATE SCHOOL CHILDREN WITH DISABILITIES (34 CFR 300.132)

To the extent consistent with their number and location in each public agency, provision must be made for the participation of private school students with disabilities 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 the equitable services determination requirement.

Each public agency shall ensure that a services plan is developed and implemented for each private school student with a disability who has been designated by the public agency in which the private school is located to receive special education and related services.

Each public agency must maintain in its records and provide to DESE, the following information related to parentally-placed private school students:

- (1) the number of students evaluated;
- (2) the number of students determined to be students with disabilities; and,
- (3) the number of students served.

EXPENDITURES/PROPORTIONATE SHARE (34 CFR 300.133)

Each public agency must spend the following on providing special education and related services (including direct services) to parentally-placed private school students with disabilities:

For students ages five (5) to twenty-one (21) with disabilities, an amount that is the same proportion of the public agency's total subgrant under Section 611 of IDEA as the number of private school students eligible under IDEA ages five (5) to twenty-one (21) who are enrolled by their parents in private, including religious/parochial and home, elementary schools and secondary schools located in the public agency's boundaries is to the total number of students eligible under IDEA in its jurisdiction ages five (5) to twenty-one (21).

If a public agency has not expended for equitable services all of the funds described in this section by the end of the fiscal year for which Congress appropriated the funds, the public agency must 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 (1) additional year.

In calculating the proportionate amount of Federal funds to be provided for parentally-placed private school students with disabilities, the public agency, after timely and meaningful consultation with representatives of private schools, must conduct a thorough and complete child

find process to determine the number of parentally-placed students eligible under IDEA attending private schools located in the public agency boundaries. Child find activities may not be charged to the proportionate share obligations.

State funds, local funds, or IDEA Part B 611 funds that are not part of the obligation, may supplement the proportionate share obligation, but in no case supplant the proportionate share obligation. The public agency must expend the entire proportionate share obligation before utilizing any other funding sources on proportionate share services.

REPORTING REQUIREMENTS

After timely and meaningful consultation with representatives of parentally-placed private school students with disabilities, each public agency must determine the number of parentally-placed private school students with disabilities attending private schools located in the public agency's boundaries and ensure that the count is conducted on December 1, inclusive of each year. The child count must be used to determine the amount that the public agency must spend on providing special education and related services to parentally-placed private school students with disabilities in the next subsequent fiscal year.

CONSULTATION (34 CFR 300.134)

To ensure timely and meaningful consultation, a public agency or, if appropriate, DESE, must 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:

- (1) 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;
- (2) 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;
- (3) The consultation process among the public agency, 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;
- (4) A discussion of 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:
 - a. the types of services (including direct services and alternate service delivery mechanisms);

- b. how special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school students; and,
- c. how and when those decisions will be made; and,

(5) If the public agency disagrees with the views of the private school officials on the provision of services (whether provided directly or through a contract) and how the public agency will provide to the private school officials a written explanation of the reasons why the public agency chose not to provide services directly or through a contract.

WRITTEN AFFIRMATION (34 CFR 300.135)

When timely and meaningful consultation as required by 34 CFR 300.134 has occurred, the public agency must 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 public agency must forward the documentation of the consultation process to DESE.

COMPLIANCE (34 CFR 300.136)

A private school official has the right to submit a complaint through the state's child complaint process that the public agency:

- (1) Did not engage in consultation that was meaningful or timely, or
- (2) 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 must provide to DESE the basis of the noncompliance by the public agency and the applicable private school provisions in this part. The public agency must forward the appropriate documentation to DESE.

If the private school official is dissatisfied with the decision of DESE, the official may submit a complaint to the Secretary of Education, United States Department of Education. The private school official must provide the information on the noncompliance that was provided to DESE. DESE must forward the appropriate documentation to the Secretary.

EQUITABLE SERVICES DETERMINED (34 CFR 300.137)

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.

Decisions about services to parentally-placed private school students with disabilities must be made in accordance with the consultation process described above (34 CFR 300.134) and the following.

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 a public agency, the public agency must 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 public agency shall use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.

The public agency must make the final decisions with respect to the services to be provided to eligible parentally-placed private school students.

EQUITABLE SERVICES PROVIDED (34 CFR 300.138)

The services provided to parentally-placed private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.

Parentally-placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.

Each parentally-placed private school student with a disability who has been designated to receive services must have a services plan that describes the specific special education and related services that the public agency will provide to the student in light of the services that have been determined to be made available to parentally-placed private school students with disabilities.

The services plan must, to the extent appropriate, meet the requirements specified for an IEP with respect to the services provided, and be developed, reviewed, and revised consistent with requirements for IEPs.

The provision of equitable services must be provided by employees of the public agency or through contract by the public agency with an individual, association, agency, organization, or other entity. Special education and related services provided to parentally-placed private school students must be secular, neutral, and nonideological.

LOCATION OF SERVICES AND TRANSPORTATION (34 CFR 300.139)

Missouri case law and the Missouri Constitution prohibit the provision of personnel, services, materials, and equipment on the premises of a student's private school unless they are provided in a neutral site. The private school may be considered a neutral site if the setting of the services is secular and void of ideological items. Public agencies must determine how and where services will be provided to students with disabilities attending private or parochial schools.

If necessary for the student to benefit from or participate in the services provided under this part, a private school student with a disability must be provided transportation from the student's school or the student's home to a site where the services are being provided 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. Public agencies are not required to provide transportation from the student's home to the private school. The cost of the transportation may be included in calculating whether the public agency has met expenditure requirements.

DUE PROCESS COMPLAINTS AND STATE COMPLAINTS (34 CFR 300.140)

The due process procedures only apply to complaints that a public agency has failed to meet the child find requirements.

Any complaint that the public agency has failed to meet all other requirements pertaining to private school students must be filed in accordance with the child complaint process. Complaints filed by a private school official regarding these requirements are subject to appeal with the U. S. Secretary.

FUNDS CANNOT BENEFIT A PRIVATE SCHOOL (34 CFR 300.141)

A public agency may not use Part B funds available under the Act to finance the existing level of instruction in the private school or to otherwise benefit the private school.

A public agency must use Part B funds available under the Act to meet the special education and related services needs of parentally-placed private school students, but not for meeting the needs of a private school or the general needs of the students enrolled in the private school.

USE OF PERSONNEL (34 CFR 300.142)

The public agency may use funds available under the Act to pay for services of an employee of the private school to provide services if:

- (1) The private school employee performs the services outside of his or her regular hours of private school duties;
- (2) The services are provided on public school grounds or a neutral site; and,
- (3) The employee performs the services under public supervision and control.

SEPARATE CLASSES (34 CFR 300.143)

A public agency may not use funds available under the Act 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.

EQUIPMENT/SUPPLIES/CONSTRUCTION FOR THE BENEFIT OF PRIVATE SCHOOL CHILDREN WITH DISABILITIES (34 CFR 300.143)

A public agency must keep title to and exercise continuing administrative control of all property, equipment, and supplies that the public agency acquires with funds under Section 611 or 619 of IDEA for the benefit of private school students with disabilities.

The public agency shall spend no funds for repairs, construction, or minor remodeling of private school facilities.

Listed below are the statutes of Missouri which provide a legal basis and source for Missouri's policy relating to private schools.

- (1) Article I, Section 7
- (2) Article IX, Section 8
- (3) Section 162.996

REGULATION XIV: APPROVED PRIVATE AGENCIES

A. STUDENTS PLACED IN APPROVED PRIVATE AGENCIES BY PUBLIC AGENCIES

RESPONSIBILITY OF THE SEA (34 CFR 300.146)

The Department of Elementary and Secondary Education (DESE) ensures that when a student with a disability is placed in or referred to an approved private agency by the state or public agency, the student is provided special education and related services in conformity with an individualized education program and at no cost to parents. Each student must be provided an education that meets the standards that apply to education provided by DESE and public agencies and each student has all the rights of a student with a disability who is served by the public agency.

IMPLEMENTATION BY THE SEA (34 CFR 300.147)

DESE will approve private agencies in accordance with standards developed for public agencies through procedures, such as a review of policies and procedures, written reports, parent questionnaires, and on-site visits.

All private agencies approved by DESE receive a copy of State Standards and Regulations for special education.

DESE will provide representatives from approved private agencies the opportunity to participate in the development and revision of state standards that apply to them.

Any private educational agency which desires to contract with a public agency or with the State Board of Education to provide special education and related services for students with disabilities shall make application to the State Board of Education for review and approval by staff of DESE as outlined herein.

RESPONSIBILITY OF THE PUBLIC AGENCY

Public agencies can only contract with private agencies that have been approved by the State Board of Education for the placement of students with disabilities. Part B funds cannot be used to pay for services from unapproved private agencies.

PRIVATE SCHOOL PLACEMENTS BY PUBLIC AGENCIES

Before a public agency places a student with a disability in or refers a child to a private school or facility, the agency shall initiate and conduct a meeting to develop an IEP for the student. The agency shall ensure that a representative of the private school or facility attends the meeting. If the representative cannot attend, the agency shall use other methods to ensure participation by the private school or facility, 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 public agency. If the private school or facility initiates and conducts these meetings, the public agency shall ensure that the parents and an agency representative are involved in any decision about the student's IEP and agree to any proposed changes in the IEP before those changes are implemented.

Even if a private school or facility implements a student's IEP, responsibility for compliance with this part remains with the public agency and the SEA.

B. APPLICATION, EVALUATION, AND APPROVAL OF PRIVATE EDUCATIONAL AGENCIES

STATUTORY AUTHORITY

Pursuant to state law, a public agency may, if no adequate program is available in nearby districts or through public agencies, contract with any organizations within the state which meet the standards established by the State Board of Education for services for students with disabilities. Agencies will be approved and monitored by DESE.

AGENCY DEFINED

For the purpose of these provisions, a private organization is defined as any organization which has programs meeting the standards established by the State Board of Education with the exception of any organization established for a sectarian purpose or whose governance is controlled by any religious creed, church, or sectarian denomination.

AGENCY POLICIES AND PROCEDURES

Agencies shall be organized and operated according to written policies and procedures. Those written policies and procedures must include statements that the agency will:

- (1) Comply with the provisions of IDEA, including all of the procedural safeguards provided for in that Act;
- (2) Provide all services to students with disabilities under contract from a public agency in accordance with the student's Individualized Education Program (IEP);
- (3) Provide all services at no cost to the parents;
- (4) Ensure that the student has the same rights as a student with a disability served by the public agency with whom the contract is negotiated;
- (5) Have a written Code of Conduct which has been shared with the parents of the students with a disability and the public agency with which the contract has been negotiated; and,

- (6) Have a written procedural plan which coordinates the evaluation of all programs and services provided to students with disabilities which includes:
- a. program goals and objectives for each program and service, and
 - b. evaluation criteria and procedures for each offered program/service.

Special educational services provided by the agency, pursuant to contract with public agency(s), shall conform to the aforementioned policies. To document that those services will conform, each agency must sign an "Assurances" statement provided by DESE.

Private agency approval may be withdrawn by DESE if the agency's written policies and procedures, as they relate to IDEA, are not being followed by the agency and the agency fails to correct the situation in a timely manner.

ADMINISTRATION OF PROGRAMS

The educational programs provided by agencies shall be provided administrative direction by a person who has certification in an area of special education or related area which is appropriate for the educational program(s) the agency provides.

PROVISION OF FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

The curricula of private educational agencies shall include all the areas for which instruction is provided, per the contract and the student's IEP. It shall be in writing and revised, as necessary. Agencies shall provide instruction and related services:

- (1) In conformance with their contractual arrangement with the public agency;
- (2) In conformance with an IEP that meets the requirements of IDEA;
- (3) At no cost to parents;
- (4) That meets the standards that apply to education provided by the public agency including access to the general education curriculum, as determined appropriate by the IEP team; and,
- (5) In accordance with the provisions of the Procedural Safeguards as referenced in Regulation V of this State Plan as they apply to private agencies.

FACILITIES, TRANSPORTATION, EQUIPMENT, AND MATERIALS

Agencies shall provide appropriate facilities, equipment, and materials to effectively deliver special education and related services to all students serviced via contract.

Agencies shall comply with appropriate health and environment, occupancy, fire safety, transportation, and accessibility standards as are warranted by the services which the agency has contracted to provide.

CERTIFICATED AND LICENSED PROFESSIONAL STAFF

Agencies shall retain appropriately certificated staff according to the personnel standards in these regulations to deliver the services for which public agencies have contracted. Personnel records shall be maintained for all certificated and licensed professional staff.

AGENCY AND STUDENT RECORDS

Agencies shall maintain an organized system of accurate and current records which pertain to the administration of the agency and the delivery of special education and related services. Student records shall be maintained consistent with the provisions of the Family Educational Rights and Privacy Act, 34 CFR 99.1-99.67. Agencies shall provide a contracting public agency, upon written request, complete and timely access to all of the private agency records which pertain to the delivery of services to student(s) served through contractual agreement with that public agency. The private agency shall maintain sufficient and accurate records to document the delivery of appropriate special education and related services.

ADMINISTRATIVE AND SUPPORT SERVICES

The private agency shall provide appropriate administrative and support services, as needed, for the effective delivery of special education and related services for contract students.

PROFESSIONAL DEVELOPMENT

The private agency shall assure that all personnel receive in-service training, as appropriate, to be effective in the delivery of special education and related services.

AGENCY APPROVAL

Initial applicants will submit a written application for approval to the Office of Special Education and shall be reviewed on-site. Disposition will be one (1) of the following: approved without condition, conditional approval, or not approved.

All agencies will annually submit a written assurance statement/program update to the Office of Special Education.

NONDISCRIMINATION

Agencies shall ensure equal employment/educational opportunities regardless of race, color, creed, national origin, sex, disability, or age in its programs and services.

APPEAL PROCEDURE FOR PRIVATE AGENCIES

An agency will be provided with notice and an opportunity for a hearing upon disapproval of an application under these provisions. This notice shall contain:

- (1) A statement of the basis upon which DESE has disapproved the application;
- (2) A description of the corrective action needed to resolve the issue;
- (3) Advisement that a hearing may be requested before DESE not later than thirty (30) days from receipt of the notice of disapproval; and,
- (4) Information about the procedures applicable to the hearing process.

An applicant requesting a hearing pursuant to this section must do so in writing directed to the Assistant Commissioner for the Office of Special Education. Within thirty (30) days of the date of receipt of the request, the Assistant Commissioner or a designee shall schedule and conduct the hearing. Not later than thirty (30) days after the formal close of the hearing, a written ruling shall be forwarded to the applicant.

Appeal of the Assistant Commissioner's ruling is authorized pursuant to Chapter 536, RSMo.

REGULATION XV: SPECIAL SCHOOL DISTRICTS

Under the Merry litigation settlement, Parkway School District has some joint compliance responsibilities that exceed responsibilities that apply to other component districts. Such responsibilities of the Merry case are incorporated herein by reference.

A. BASIS FOR COMPLIANCE

The mandate to provide appropriate educational services to students with disabilities is a function of both federal and state statute. The purpose of this regulation is to define the scope of these requirements. In this and other portions of this regulation, reference is made, where possible, to the specific statutory or regulatory source of each of the stated requirements. References are be made to the United States Code (USC), the Code of Federal Regulations (CFR), the Revised Statutes of Missouri (RSMo.) and the Missouri Code of State Regulations (CSR).

Section 504 of the Rehabilitation Act of 1973: The foundation of the assurance of a free appropriate public education for students with disabilities is found under Section 504 of the Rehabilitation Act of 1973 (Section 504). 29 USC Sections 706(7), 794, 794a, 794b. This statute and its accompanying regulations, in part, require that elementary and secondary schools provide appropriate regular or special education and related aids and services necessary to meet the needs of students with disabilities as adequately as the needs of nondisabled students are met 34 CFR 104.33(b). The requirements of Section 504 are applicable to any recipient of federal financial assistance from the U. S. Department of Education and to any program or activity that receives or benefits from such assistance 34 CFR 104.2. This would include both the special school district and the component districts within the special district.

Part B of IDEA: This statute represents a major federal initiative in special education. Part B of the Individuals with Disabilities Education Act (IDEA) provides specific grants of financial assistance to the states for the purpose of assuring appropriate special education and related services to students with disabilities 20 USC Sections 1400-1485.

Code of State Regulations: State regulation found at 5 CSR 20.300.110 reflects the State Plan for Special Education, Regulations Implementing Part B of the Individuals with Disabilities Education Act (State Plan). This State Plan is the primary policy document adopted to assure compliance with IDEA. Submitted by the Department of Elementary and Secondary Education (DESE) on behalf of the entire state, its provisions are applicable to each public agency that has direct or delegated authority to provide special education and related services. These requirements are binding regardless of whether an agency is a direct recipient of funds under IDEA 34 CFR 300.2.

Revised Statutes of Missouri: Chapter 162 RSMo. contains the enabling legislation required, in conjunction with the provisions of this State Plan, to meet the federal and state mandates

for appropriate educational services for students with disabilities. One of the service options available under state statute is the creation of a special school district pursuant to Section 162.825 RSMo. The referendum establishing a special school district creates a distinct public school district for the purpose of providing special education and related services to students with disabilities within the component districts of which it is comprised.

Compliance with Federal Requirements: Although the statutory authority to provide special education and related services under Section 162.825 RSMo. allows a special school district to become a subgrantee under IDEA, this does not relieve component districts from compliance responsibilities under Section 504. The requirements of Section 504 extend to both special and general education services to students with disabilities, and if not for the existence of a special school district, the component districts would be required to provide both special and general education services. Thus, it is through the compliance plan submitted by the special school district that the component districts not only benefit from the federal grants under IDEA, but also meet a major part of their obligations under Section 504.

B. STRUCTURE OF COMPLIANCE

Compliance Requirements to be Addressed: With regard to the compliance responsibilities of a special district and component districts, this regulation will reference other sections of this State Plan.

Forms of Compliance: Based upon the division of responsibility for educational services resulting from the creation of a special school district, three (3) forms of compliance can be identified.

- (1) **Direct Compliance:** Those requirements of IDEA that can only be complied with by the state's subgrantee will be defined as areas of direct compliance. Here a special school district will have immediate responsibility for both policy development and implementation of the federal requirements.
- (2) **Joint Compliance:** Certain issues require joint cooperation between the special and component districts in order for there to be full compliance with the requirements of IDEA. Although the special district may have primary responsibility to develop policy in these areas, implementation shall be the joint responsibility of the special and component districts. This is required because, for most students with disabilities, special education services are provided in the general education setting. Where sufficient assurances as to these responsibilities are not possible through the compliance plan submitted by the special school district or, when they are a function of state statute, separate assurances may be required of the component districts.
- (3) **Separate Compliance:** A third category of compliance will be matters of separate compliance in which each special or component district is responsible for compliance. Here compliance can only be obtained by policy established by the

board of each district. This would include the requirements under Section 504 that are not met through compliance with IDEA under this regulation and the requirements of the Family Education Rights and Privacy Act (20 USC Section 1232g).

Each of the compliance issues addressed in this regulation will be described in terms of one of these three (3) forms of compliance.

C. COMPLIANCE REQUIREMENTS

The following sections outline specific amendments to the designated portions of the State Plan. Their purpose is to clarify compliance responsibilities for a special school district and the component districts of which it is comprised.

CHILD FIND (Regulation III)

Child Find addresses the planning and implementation of child find efforts. The specific compliance requirements of each element of the identification process are addressed separately.

- (1) Awareness and Child Find: It is a matter of direct compliance for the special school district to develop and implement such policies and procedures needed to ensure the publication of appropriate notices through the print media, radio, and television. These policies and procedures must result in appropriate coverage throughout the service area of the special school district. The posting of notices and the distribution of written literature to school patrons is, of necessity, a matter of separate compliance, with each district responsible for distribution of materials within their own facilities.
- (2) Joint Review Committee: The Joint Review committee shall determine if it is appropriate to refer and evaluate students attending component districts to determine eligibility for special education services. This committee shall be composed of staff from both the special and component districts and the work of the committee shall be a matter of joint compliance. The determination to refer and evaluate would require an affirmative recommendation based upon a consensus of the committee and shall be binding upon both the special and component districts.
- (3) Procedural Safeguards: When a parent referral is made to any certificated staff at either the component school district or the special school district, a copy of the Procedural Safeguards must be provided to the parent or guardian by the special school district within five (5) school days of the date of that request as a matter of direct compliance. For either a parent referral or an agency referral, when the Joint Review Committee determines whether or not the referral for evaluation is warranted, then a copy of the Procedural Safeguards and/or the Procedural Safeguards statement and an appropriate prior written notice either proposing or

refusing to evaluate shall be forwarded to the parent or guardian, by the special school district as a matter of direct compliance. Further, these actions are subject to the procedural safeguards and hearing rights assured by the special district and provided under Subpart E of IDEA regulations and Regulation V of the State Plan, as modified by this regulation.

PROCEDURES FOR EVALUATION AND DETERMINATION OF ELIGIBILITY (Regulation III)

The IEP of a student with a disability shall be based upon a full and comprehensive evaluation. Although policy development and implementation of evaluation procedures rests primarily with the special school district, each component district shall have specific responsibilities in support of the evaluation process.

- (1) Evaluation Procedure: IDEA Regulations (34 CFR 300.304) and Regulation III of this plan outline specific protections in the evaluation process to determine initial eligibility and subsequent reevaluation. It is a matter of direct compliance for the special school district to maintain appropriate procedures and allocate sufficient personnel to assure these protections.
- (2) Support of the Evaluation Process: Compliance responsibilities to be implemented by the component districts include:
 - a. Providing reports, classroom assessments, or other resource materials from their general education staff to the group of individuals evaluating the student to determine eligibility.
 - b. Designating appropriate staff required to participate in the group of individuals evaluating the student for eligibility for special education services or to reevaluate the student on a periodic basis.
 - c. Designating appropriate staff to participate in the group that makes the eligibility determination.
- (3) Procedural Safeguards: Notice of intent to evaluate or reevaluate to the parent or guardian shall be a matter of direct compliance for the special school district. Notice of initial evaluation would be based upon the determination of the Joint Review Committee. Notice of intent to reevaluate would be based upon recommendation of the IEP Team. Prior written notice either proposing or refusing an evaluation would be given both when the evaluation is requested by the IEP Team and when the evaluation is based upon parental or agency request (34 CFR 300.504). As with other elements in the process of providing special education and related services, procedural safeguards under Subpart E of IDEA apply to the evaluation process (34 CFR 300.504). Based upon this notice and any subsequent disagreement with the proposed evaluation/reevaluation, the parent or guardian may invoke the administrative hearing process also provided under Subpart E. Implementation of these procedural safeguards shall be based upon the provisions of Regulation V of the State Plan as amended by this regulation, under the direction of the special school district.

INDIVIDUALIZED EDUCATION PROGRAM (Regulation IV)

The Individualized Education Program (IEP) is a written statement summarizing the special education and related services necessary to provide the student with a Free Appropriate Public Education (FAPE). Compliance responsibilities for the development, implementation and review of a student's IEP are addressed in Regulation IV of the State Plan. The following relates these responsibilities to the special and component districts.

- (1) **Conducting IEP Meetings:** The special school district shall, as a matter of direct compliance, be responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising an IEP for each eligible student 34 CFR 300.320.
- (2) **IEP Meeting Excusal:** Any member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the team member's area of curriculum or related services if the parent, in writing, and the special and component school district consent to the excusal and the team member submits, in writing to the parent and IEP Team, input into the development of the IEP prior to the meeting.
- (3) **Participants of the IEP Meeting.**

Staff: The special and component districts will be responsible, as indicated, for identifying and assigning the following staff members to participate in IEP meetings. Such assignments shall be made with the understanding that the IEP Team decision are binding on both districts and may not be unilaterally changed at a higher administrative level in either district. Decisions relating to the IEP are appealable by the parent or guardian through the administrative hearing process authorized under Regulation V of the State Plan as amended by this regulation.

- a. **General Education Teacher (Component District):** At least one general education teacher of the student must be present at IEP meetings for students who are or may be participating in the general education environment. Generally, a general education teacher will need to be identified to participate in IEP meetings for all but a very few children who are receiving services in separate school buildings. However, the determination of whether or not a general education teacher will need to participate in any given meeting or part(s) of a meeting must be made on a child-by-child basis by the members of the IEP Team. The district cannot identify any specific group of students (i.e., those in separate buildings) for whom the participation of a general education teacher would not be required.
- b. **Local Education Agency (LEA) Representative (SSD):** A representative of the SSD must be present to serve in the role of LEA. In accordance with provisions of IDEA, this person must be:

- Qualified to provide, or supervise the provision of, special education services;
- Knowledgeable about the general curriculum; and,
- Knowledgeable about the availability of resources of the LEA (SSD).

This person must also have the authority to commit the resources of the district. The special education teacher on the IEP Team may also assume this role.

- c. Component District Representative (CD): The component district must be represented by a person who:
 - Can assure implementation of the component district's responsibilities for the IEP. If there will be a general education teacher present at the IEP meeting, this role may be delegated to that person;
 - Is knowledgeable of the general education curriculum including extracurricular and non-academic programs; and,
 - Is knowledgeable of and can commit resources of the component district, as determined necessary.
- d. Special Education Teacher (SSD): The child's special education teacher, or in the case of an initial IEP, a person qualified to provide special education services, must be present at the IEP meeting.
- e. Individual who can interpret instructional implications of evaluation results (SSD): Person(s) identified above may also serve in this role.
- f. Parents (SSD): The special school district, in convening the IEP meeting, must also ensure, as a matter of direct compliance, appropriate parental or guardian participation in the development of the IEP 34 CFR 300.322. This includes appropriate notification of the meeting with a copy of Procedural Safeguards, scheduling the meeting at a mutually agreed upon time and place, use of other methods of participation if the parent cannot attend, documenting attempts to schedule the meeting at an agreed upon time if the parents refuse to participate, taking those actions needed for the parent to understand the proceedings, and providing the parent a copy of the IEP.
- g. Student (SSD and CD): The SSD, in convening the IEP meeting, must ensure, as a matter of direct compliance, appropriate participation of the student, age 16+ in the development of the IEP, if a purpose of the meeting will be consideration of transition service needs. This includes inviting the student to the meeting and if the students will not participate, ensuring that the necessary steps have been taken to determine the student's needs, preferences, and interests. For students receiving services in a component district building, both the SSD and component district, as a matter of joint compliance, shall ensure that the student has the opportunity to attend the IEP meeting.
- h. Other (CD and SSD): Each district shall, as a matter of direct compliance, ensure that other staff who have knowledge and expertise regarding the

child and whose attendance at the IEP meeting has been determined necessary and appropriate by the district, shall be provided the opportunity to attend the IEP meeting.

- (4) Content of the IEP: Although the specific structure of the IEP is dictated by regulation (34 CFR 300.324), the content of each of the specified elements will be the work product of the meeting participants. The goal of the process is to reach consensus, with elements of the IEP intended to reflect agreement on what would be appropriate for the student with disabilities.
- (5) Parental Disagreement with the IEP Content: Should a parent express disagreement about the content of the IEP, three (3) options can be considered:
 - a. Agree upon an interim course of action, including implementation of those components of the IEP where agreement exists and scheduling a time to reconvene the IEP meeting.
 - b. Agree upon some informal method of resolving the disagreement, including mediation, IEP Facilitation, or outside consultation.
 - c. Conclude that consensus cannot be reached and that the IEP Team decision is subject to the parent's right to the administrative hearing process, as described in Regulation V of the State Plan as amended by this regulation.
- (6) Role of the SSD and CD Representatives: the SSD and CD staff members who attend the IEP meeting to serve in these roles should strive to reach agreement on each issue regarding services for an individual student. Prolonged disagreement between the representatives of the special and component district could improperly delay implementation of appropriate services. Resolution shall be reached based upon the following:
 - a. The IEP process does not represent a negotiation between the special and component districts regarding control over the development of the student's educational program. It was the clear intent of Congress that, under IDEA, control rests with the IEP Team and not with the local school board of any district.
 - b. Disagreement between the agency representatives or negotiations to resolve the disagreement may not serve to delay parental or guardian hearing rights under IDEA.

PROCEDURAL SAFEGUARDS (Regulation V)

Under the Merry litigation, Parkway School District has some joint compliance responsibilities that exceed responsibilities that apply to other districts. Such requirements of the Merry case are incorporated herein by reference.

Each of the compliance areas outlined under Regulation V of the State Plan relating to procedural safeguards will be addressed separately where requirements differ from the norm due to the organization/nature of SSD.

- (1) **Opportunity to Examine Records:** The parents or guardian of students with disabilities have the right to inspect and review records with respect to the provision of special education and related services to their child 34 CFR 300.501, in accordance with the procedures outlined within IDEA regulations, 34 CFR 300.613-300.620. Implementation of these requirements in regard to access and confidentiality of special education records is a matter of separate compliance for each special and component district based upon possession of the records. Each district must have policies in place to assure compliance with these regulatory requirements.
- (2) **Independent Evaluation:** The assurance of the right of a student with disabilities to have an independent evaluation 34 CFR 300.502 is primarily a matter of direct compliance by the special school district. This would include the parental right to an independent educational evaluation at public expense 34 CFR 300.502 (b), the requirement that parent-initiated evaluations be considered in decisions regarding the student's program 34 CFR 300.502 (c), compliance with hearing officer requests for independent evaluations 34 CFR 300.502 (d), and the requirement that any evaluation obtained at public expense is based upon the same criteria as used by the public agency initiating the evaluation 34 CFR 300.502 (e).
- (3) **Prior Parental Notice:** The requirement of written parental notice prior to any proposed change or refusal to change the identification, evaluation, or educational placement of the student or the provision of free and appropriate public education to the student 34 CFR 300.503 (a), is a matter of direct compliance by the special school district. Although consultation with appropriate component district staff will be needed in order to determine these recommendations, direct responsibility to assure compliance with this notice requirement, including the assurance of appropriate content of the notice 34 CFR 300.503 (b) is the responsibility of the special school district.
- (4) **Prior Parental Consent:** Parental consent must be obtained prior to conducting any initial evaluation or additional assessments as part of the reevaluation process and prior to the initiation of special education and related services to a student with a disability 34 CFR 300.300. Obtaining this consent, as well as the initiation of procedures if a parent refuses consent, would be a matter of direct compliance for the special school district.
- (5) **Administrative Hearing Process:** A parent or the responsible public agency may initiate a hearing on matters regarding the identification, evaluation, or educational placement of the student or the provision of free and appropriate public education, 34 CFR 300.507. It is the responsibility of the SSD to initiate the administrative hearing process for all students with disabilities ages five (5) to twenty-one (21) years of age and for students ages three (3) and four (4) who reside in component districts that do not provide Early Childhood Special Education (ECSE) services.

Component districts that provide ECSE services have the responsibility to initiate due process for those children. There is no right to a due process hearing to be initiated by one school district against another. School districts within the State of Missouri comply with these requirements based upon the administrative hearing process required under Chapter 162 RSMo. Although full implementation of this hearing process could be defined as a matter of joint compliance, the complexity of this process requires specific delineation of the compliance responsibilities.

- a. Implementation: As the subgrantee under IDEA, it is a matter of direct compliance for the special school district to implement the hearing process outlined under state statute. This includes designation of the individual to hold the resolution meeting pursuant to Section 162.961 RSMo.
 - b. Implementation of the Hearing Decision: As a function of the creation of a special school district and as a matter of compliance with the procedural safeguards under IDEA regarding the provision of special education and related services, both the special and the component district would be bound by any final decision obtained through the administrative hearing process, 34 CFR 300.513. Implementation of a final decision would be a matter of joint compliance between these districts.
- (6) Separate Compliance with Section 504: As stated previously, some of the protections of Section 504 go beyond the provision of special education services and cannot be addressed in these provisions. Both the special and component districts must, as a matter of separate compliance, maintain policies and procedures that address those requirements of Section 504 that do not relate to the provision of special education services.
- (7) Maintenance of Placement: A major area of joint compliance for the special and component districts will be implementation of the requirements as to the student's status during administrative or judicial proceedings 34 CFR 300.518. Maintenance of the placement for the student with a disability, whether in an instructional setting provided by the special district or the component district, will be required unless there is an agreement of the parties otherwise. Without such agreement, the placement can only be changed by a final decision of the Administrative Hearing Commission or by order of a court of competent jurisdiction. This would include, but not be limited to, implementation of disciplinary procedures that would constitute a significant change in the placement for the student.
- (8) Educational Surrogates: Sections 162.997-162.999 RSMo. authorize the appointment of educational surrogates when the parents or guardian of the student are not known or unavailable to act on behalf of a student with a disability as required pursuant to IDEA requirements 34 CFR 300.519. The responsibility for the educational surrogate program is a joint compliance. While the SSD has the primary responsibility to notify DESE of a student that is in need of an educational surrogate, providing the basic notice requirements and evaluating the educational surrogate's performance, the component districts must assist SSD in sharing information to assist

them in making a determination of need. The component districts should also assist the SSD in the recruitment of individuals to be trained as educational surrogates. Component districts must also assist with the implementation of the program by affording the educational surrogate the same rights as other parents.

LEAST RESTRICTIVE ENVIRONMENT (Regulation IV)

The special school district and each component district share responsibility for assuring that students with disabilities will be educated, to the maximum extent appropriate, with their nondisabled peers.

- (1) Continuum of Alternative Placements: IDEA requires that, to the maximum extent appropriate, students with disabilities are educated with students who are not disabled and that the removal occur only when the nature or the severity of the disability is such that education in the regular classes cannot be achieved satisfactorily with the use of supplementary aids and services. Each special and component district shall, as a matter of joint compliance, ensure that a continuum of alternative placements is available to meet the needs of students with disabilities for special education and related services 34 CFR 300.115. This includes the requirement that for every student with a disability:
 - a. Consideration is made, on an annual basis, of placement in the general education environment with appropriate supplementary aids and services, modifications or supports;
 - b. In selecting the least restrictive environment, consideration is given to any potential harmful effect on the student or on other students or on the quality of services which he or she needs; and,
 - c. Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school which he or she would attend if nondisabled 34 CFR 300.116(c).

- (2) Allocation of Instructional Resources: The special school district and each component district shall, as a matter of joint compliance, adopt those policies and practices needed to assure allocation of instructional resources sufficient to provide appropriate special education and related services. These assurances shall address:
 - a. Allocation of classroom instructional space.
 - b. Allocation of space for the provision of related services.
 - c. The availability and provision of instructional materials to support the general education curriculum, including: current textbooks, teacher manuals and supplements, instructional technology (including hardware and software), and other materials that are routinely designated for the use of nondisabled students. Instructional technology (including hardware, software, and multimedia) shall be accessible to students with disabilities either directly by features incorporated within the technology or by compatibility with add-on components.

- d. The access of special education teachers to instructional supports generally available to all teaching staff (e.g., duplicating services, computer technology, library/media resources, etc.).

The amount of instructional space provided by each component district should be proportionate to the number of students with disabilities identified as residents of the component district; students with disabilities served by the component district pursuant to the plan for voluntary desegregation for St. Louis County; and, students with disabilities who otherwise attend a private, parochial, parish or home school. Classrooms for students with low incidence disabilities may be strategically located in certain districts and students from any component district may attend.

- (3) **Comparable Facilities:** Each special and component district shall ensure that the facilities, provided to students with disabilities are comparable to those available to nondisabled students within that building and/or district 34 CFR 104.34 (Section 504).
- (4) **Comparable Services and Activities:** In the provision of nonacademic and extracurricular services and activities, the special and component districts shall ensure, as a matter of joint compliance, that each otherwise qualified student with a disability participates with non disabled students in those services and activities to the maximum extent appropriate and ensures each child with a disability has the supplementary aids and services determined by the child’s IEP team to be appropriate and necessary for the child to participate in nonacademic settings 34 CFR 300.117 (IDEA) and 34 CFR 104.27 (Section 504).
- (5) **Relocation of Instructional Space:** Should space requirements within the component district require the relocation of space, the component district shall ensure that these changes are made no more frequently than the relocation of space for general education student services. The changes in the location of space for special education services from one building to another by component districts shall follow the same procedures the component district would follow in designating the location of its own space for instructional purposes 34 CFR 104.4(a) (Section 504).

PRIVATE SCHOOLS (Regulation XIII)

It is a matter of joint compliance for the special and component districts to adopt appropriate procedures and practices to allow participation of private school students as previously defined in Regulation XIII of this State Plan.

LOCAL COMPLIANCE PLAN

Each special district and the component districts of which it is comprised shall submit those assurances mandated by the requirements of the State Plan, as amended by this regulation, in the form of a local compliance plan or through a jointly ratified addendum to that plan.

- (1) **Special District Compliance Plan:** Those issues determined to be areas of direct compliance shall continue to be addressed in the local compliance plan submitted by the special school district for approval by DESE.
- (2) **General Assurance Document:** Assurances as to areas of joint and separate compliance that are not contained in the special district compliance plan shall be addressed through joint ratification of a general assurance to the special district compliance plan. This general assurance document must be submitted for approval to DESE, Office of Special Education.
- (3) **Agency Ratification:** Joint adoption of any compliance plan or general assurance document by any participating special or component district shall be reflected in board resolutions for that participating district and the signature of the district's chief administrative officer.

REGULATION XVI: STATE OPERATED PROGRAMS

A. SEA PROVISION OF DIRECT SERVICES

The Missouri Department of Elementary and Secondary Education (DESE) provides free appropriate public education (FAPE) services for students with disabilities through three State Board of Education Operated Programs: School for the Deaf (MSD), School for the Blind (MSB), and the Missouri Schools for the Severely Disabled (MSSD).

It is the policy of DESE that the requirements of Part B of IDEA are implemented by the State Board of Education Operated Programs responsible for the education of students with disabilities. Each State Board Operated Program is required to submit a Compliance Plan that specifies the policies and procedures necessary to meet the requirements of IDEA.

DESE ensures each educational program for students with disabilities administered by the State Board of Education is under the general supervision of the Office of Special Education, DESE, and that their programs meet the standards of the State Education Agency (SEA).

DESE ensures funds provided under Part B to support SEA direct services are used in accordance with requirements of this state plan with the exception of those policies related to excess cost.

B. MISSOURI SCHOOLS FOR THE SEVERELY DISABLED

REGULATIONS FOR SERVICES

MSSD, a system of day school services in a separate school settings, was established by state law to serve students with severe disabilities referred to the State Board of Education by public agencies which do not operate such programs themselves and which are not a part of special school districts. If the evaluation information and the Individualized Education Program (IEP) compiled by the public agency supports separate school placement as the student's least restrictive educational environment, the LEA may request a determination of student eligibility for services. The following procedural information is provided to assist public agencies in accessing services from MSSD.

ELIGIBILITY CRITERIA FOR MSSD

- (1) The public agency must establish the existence of a severe or profound intellectual disability. Students with severe disabilities generally have significant cognitive deficits as evidenced by method a or b described below:
 - a. The student obtains scores falling four (4) or more standard deviations below the mean using a standardized measure of cognitive functioning. The evaluation report also includes scores from a normative referenced standardized measure of adaptive

behavior that yields a composite score that falls four (4) or more standard deviations below the mean, or

- b. The student is not able to respond to any standardized measure of cognitive ability due to a combination of sensory and/or motor impairments, but evaluation information indicates significant deficits in cognitive ability and adaptive behavior skills as evidenced by a description of the student's need for pervasive levels of supports across all life areas, as defined by the American Association on Intellectual and Developmental Disabilities (AAIDD) classification system. The evaluation report also includes scores from a normative referenced standardized measure of adaptive behavior that yields a composite score that falls four (4) or more standard deviations below the mean.

Only assessment results from comprehensive evaluations less than three (3) years old and consistent with the procedures in Regulation III will be considered during the MSSD eligibility process.

- (2) The public agency shall provide justification of why the public agency is not the least restrictive environment for the student.

Students who educationally benefit from special education and related services that can be provided by the public agency are not considered eligible for services through MSSD. In general, students with disabilities such as cognitive deficits falling two (2) to three (3) standard deviations below the mean, Speech or Language Impairments, Hearing Impairment/Deaf, Visual Impairment/Blind, Learning Disabilities, Emotional Disturbance, Other Health Impairment, Traumatic Brain Injury, or Orthopedic Impairment can receive an appropriate education when served by public agencies.

ELIGIBILITY PROCEDURES

In order to assure compliance with applicable state and federal laws and regulations governing identification, evaluation, IEP development, and educational placement procedures for students who may be enrolled in MSSD, the following procedures have been adopted by the State Board of Education.

- (1) All students identified as potentially in need of special education services shall be enrolled in and served by the public agency pending the determination of such need. This includes students whose performance indicates possible functioning within the range of severe to profound intellectual disability.
- (2) The public agency in which the student resides shall complete a comprehensive evaluation which is current within three (3) years. Additional evaluations may be required as determined necessary for individual students. The evaluation information must be obtained in accordance with state regulations on evaluation. Additional educational records or other pertinent information may be required by MSSD to clarify the student's educational needs.

- (3) Following compilation of evaluation information, the public agency where the student resides is responsible for development of an IEP for the current school term in accordance with the requirements of state regulations. The public agency must consider all service options, including service through a separate school placement, to determine which is appropriate to meet the student's educational needs.
- (4) If the IEP Team is considering separate school as a placement option for the student, the public agency must forward the evaluation report, current IEP, and justification for separate school placement to MSSD for eligibility consideration. The preceding IEPs, if applicable, and related educational records and other pertinent information for all services provided by the public agency shall also be forwarded. MSSD may request additional information on an individual student basis if necessary. Following a professional review of this information, the public agency shall be notified whether the student is eligible for services through MSSD. The eligibility determination is not appealable and is a unilateral determination made by MSSD. If the student is determined eligible, MSSD will send the public agency recommendations for needed instruction and services as appropriate.

MSSD ELIGIBILITY REVIEW

- (1) Following a professional review of this information provided by the public agency, the public agency shall be notified whether or not the student is eligible for services through MSSD. The eligibility decision is not appealable.

Students who would otherwise be eligible for MSSD based on the severity of the disability will not be accepted if they require homebound placement as such a placement would preclude attendance at a separate day program such as MSSD. Students who otherwise qualify and require only intermittent services in the home will be eligible for referral.

- (2) Should the public agency be notified that the student is eligible for MSSD, the public agency may refer the student. The public agency shall notify parents of the eligibility decision and submit the referral only after the parents have been offered all rights available to them as explained in the Procedural Safeguards notice. The IEP, at time of referral, must reflect the actual number of minutes of service per week needed to provide FAPE, or the public agency must reconvene the IEP Team before submitting the referral so as to ensure an IEP Team decision on actual minutes needed to provide free appropriate public education (FAPE).

MSSD REFERRAL PROCEDURE

- (1) Upon receipt of the completed referral form, IEP for separate placement, and Notice of Action for change of placement, enrollment documents will be mailed to the parent. MSSD will notify the LEA of the date of the student's enrollment. A student with a severe disability may enroll in MSSD upon attaining the age of five (5) years. Extended School Year services shall be provided to students who attain age five (5) years during the summer, if eligible for such services.

- (2) The public agency will convene an IEP meeting in collaboration with MSSD at least annually to review and/or revise IEPs for students enrolled in MSSD.
- (3) At any time the IEP Team may determine, based on general functioning level and IEP goal progress, that the student is no longer eligible for MSSD because MSSD can no longer provide FAPE in the least restrictive environment.

In such instances, the public agency representative convenes the IEP Team, including a representative of MSSD, to review/revise the IEP to determine placement in the least restrictive environment. The Team should consider IEP goal progress data, other existing data in the education record, information from the most recent reevaluation, and any relevant medical information. The public agency will provide the parent with prior written notice of the change in placement and change in services.

REEVALUATION

The public agency shall conduct a reevaluation as required by state regulations. Results of the reevaluation shall be submitted to MSSD for review. Additional data may be requested by MSSD to clarify the student's educational needs.

TRANSFER OF STUDENTS ENROLLED IN MSSD

A student who is enrolled in an MSSD school and moves from one public agency to another (including those moves to another public agency within the catchment area of the MSSD school the student currently attends), may transfer enrollment immediately on the basis of the justification for separate school placement, current IEP, and evaluation report. This is considered an interim placement, not to exceed thirty (30) days, during which the new public agency follows the transfer procedures provided within Regulation III to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student. If this review results in determination that MSSD is the least restrictive environment, the new public agency will complete the Justification for Continued Separate School Placement form. If, during the thirty (30) day interim period, the new public agency fails to provide the Justification for Continued Separate School Placement form, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

TRANSFER OF STUDENTS WITH SEVERE DISABILITIES FROM A SEPARATE SCHOOL (DAY) FACILITY (IN MISSOURI PUBLIC AGENCY, A SPECIAL SCHOOL DISTRICT, OR AN OUT-OF-STATE PROGRAM)

A sixty (60) day interim placement at MSSD may be available for students with severe disabilities who are changing public agencies due to a change in residence. These students must have been receiving services in their public agency, through cooperative arrangement with another public agency, in a special school district, or in an out-of-state program for students with severe disabilities.

To qualify for this interim placement, the following criteria must be met:

- (1) The current IEP and comprehensive evaluation report are adopted by the new public agency pursuant to transfer procedures provided within Regulation IV.
- (2) The new public agency submits a copy of the student's current IEP and comprehensive evaluation report to MSSD with a letter acknowledging adoption of the documents. In the same letter, the new public agency will verify the previous placement provided educational services in a self-contained classroom with students with severe disabilities in a separate school building. In addition, the public agency requests that the student be served in a sixty (60) day interim placement to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student.
- (3) MSSD will issue a letter of interim placement assignment if the information submitted is viewed as substantiating the request.
- (4) Enrollment documents must be completed at the onset of the sixty (60) day interim placement period. MSSD will notify the public agency of the date of the student's enrollment.
- (5) During the sixty (60) day interim placement, the public agency shall follow the referral procedures to seek eligibility determination in accordance with MSSD Eligibility Review. If found eligible, the public agency will issue a notice of action to the parents, guardian or educational surrogate and MSSD confirming continued placement. If, during the sixty (60) day interim period, the public agency fails to submit the justification for separate school placement, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

If MSSD is not confirmed as the student's least restrictive educational environment, the public agency is notified of this decision and becomes responsible for providing the required special education and related services in accordance with Regulation V and Regulation IV.

TRANSFER OF STUDENTS WHO PREVIOUSLY ATTENDED MSSD, MOVED OUT OF STATE, AND HAVE RETURNED TO MISSOURI

To qualify for this interim placement, the following criteria must be met:

- (1) The student attended MSSD in the 12 months prior to seeking readmission,
- (2) The student moved out of state and had an IEP placement other than a separate day school,
- (3) The student moved back to Missouri, and
- (4) The parent agrees to the interim placement at MSSD.

Procedure to implement the interim placement:

- (1) The current IEP and comprehensive evaluation report are reviewed by the new public agency pursuant to transfer procedures provided within Regulation IV and a decision made accepting or rejecting the IEP and evaluation report is documented.
- (2) The new public agency submits a copy of the student's current IEP and evaluation report to MSSD with documentation of the acceptance or rejection of the documents. In a letter, the new public agency will verify the previous placement at MSSD within the prior twelve (12) months. In addition, the public agency requests that the student be served in a sixty (60) day interim placement to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student.
- (3) MSSD will issue a letter of interim placement assignment if the information submitted is viewed as substantiating the request.
- (4) Enrollment documents must be completed at the onset of the sixty (60) day interim placement period. MSSD will notify the public agency of the date of the student's enrollment.
- (5) During the sixty (60) day interim placement, the public agency shall follow the procedures to seek eligibility determination in accordance with 1-4 above. If found eligible, the public agency will issue a notice of action to the parents, guardian, or educational surrogate and MSSD confirming continued placement. If, during the sixty (60) day interim period, the public agency fails to submit all the documentation needed to determine eligibility for placement at MSSD, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

If MSSD is not confirmed as the student's least restrictive educational environment, the public agency is notified of this decision and becomes responsible for providing the required special education and related services in accordance with Regulation V and Regulation IV.

C. MISSOURI SCHOOL FOR THE BLIND AND MISSOURI SCHOOL FOR THE DEAF

The Missouri School for the Blind (MSB) and Missouri School for the Deaf (MSD) are established by state law to serve those students referred to the State Board of Education by local public agencies who may require such services to receive a free appropriate public education. If the evaluation information and the Individualized Education Program (IEP) compiled by the local public agency supports separate school placement as the student's least restrictive educational environment, the local public agency may seek determination of student eligibility for services. The following procedural information is supplied to assist public agencies in accessing services from MSD and MSB.

ELIGIBILITY FOR MSB AND MSD

MSB: Students who are Blind or Visually Impaired, for purposes of MSB eligibility, are those students who meet the state eligibility criteria for Visual Impairment. Students who meet the state eligibility category criteria for Missouri Schools for the Severely Disabled (MSSD) are not eligible for MSB.

MSD: Students who are Deaf or Hearing Impaired, for purposes of MSD eligibility, are those students who meet the state eligibility criteria for Deaf/Hearing Impaired. Students who meet the state eligibility criteria for MSSD are not eligible for MSD.

A student may enroll in MSB and MSD upon attaining the age of five (5) years. Extended School Year services shall be provided to students who attain age five (5) years during the summer, if eligible for such services.

In order to assure compliance with applicable state and federal laws and regulations governing identification, evaluation, IEP development, and educational placement procedures for students who seek enrollment in either the MSD or MSB program, the following procedures have been adopted by the State Board of Education. The public agency is encouraged to request a professional employee of MSB or MSD to participate in the enrollment and referral process. Such requests for participation shall be honored when made during the school term and when schedules permit.

- (1) All students identified as potentially in need of services from the State Board Operated Programs shall be enrolled in public agency programming pending the determination of such need.
- (2) The public agency in which the student resides shall provide comprehensive and appropriate evaluation information, current within three (3) years. The public agency may be required to submit to MSB or MSD additional evaluations, educational records, or other pertinent information as determined necessary to clarify the student's educational needs. The requested additional evaluations must be obtained in accordance with Regulation III.

- (3) Following compilation of evaluation information, the public agency where the student resides is responsible for development of an IEP for the current school term in accordance with the requirements of state regulation provisions for IEPs within Regulation IV. The public agency must consider all service options, including service through a separate school placement, to determine which is appropriate to meet the student's educational needs.
- (4) If the IEP Team is considering separate school as a placement option for the student, they must submit documentation of the justification for such placement in writing, including an explanation that MSB or MSD would be the least restrictive educational environment for the student. The justification documentation must include information that the public agency has:
- a. Considered educating the student in the public agency;
 - b. Identified supplementary aids and services that would be needed to educate the student in the public agency; and,
 - c. Articulated why the public agency cannot serve the student in the public agency in a placement that would benefit the student.

The public agency must submit to MSB or MSD any supporting evidence of each of the preceding statements that justify the IEP Team's decision.

- (5) When the IEP indicates the student is in need of services which the public agency is unable to provide and which may be provided by the MSB or MSD, the public agency may forward the evaluation report, current IEP, and justification for separate school placement to MSB or MSD for eligibility review. The preceding IEPs, if applicable, and related educational records and other pertinent information for all services provided by the public agency shall also be forwarded. MSB or MSD may request additional information if necessary. Following a professional review of this information, the public agency shall be notified whether the student is eligible for services through MSB or MSD. The eligibility determination is not appealable and is a unilateral determination made by MSB or MSD, respectively. If the student is determined eligible, MSB or MSD will send the public agency recommendations for instructional programming and services if appropriate.

REFERRAL PROCEDURES

- (1) Should the public agency be notified that the student is eligible for MSB or MSD, the public agency may refer the student after holding an IEP meeting to consider the recommendations from MSB and MSD and modify the IEP accordingly if needed. The IEP, at time of referral, must reflect the actual number of minutes of service per week needed to provide FAPE, or the public agency must reconvene the IEP Team before submitting the referral so as to ensure an IEP Team decision on actual minutes needed to provide FAPE.

After the parents have received an explanation of the Procedural Safeguards notice, the public agency shall submit the referral to MSB or MSD. Notice of such decision to refer

shall be given to the parent in accordance with the law, including an explanation of their right to appeal the action through use of their due process hearing rights.

- (2) When referring the student, the public agency will send the newly revised IEP to MSB or MSD. Upon acceptance of the referral, MSB or MSD will send enrollment documents to the parents.
- (3) The public agency will convene an IEP meeting in collaboration with MSB or MSD at least annually to review and/or revise IEPs for students enrolled in MSB or MSD.
- (4) If at any time MSB or MSD believes a modification to the student's IEP is required, including instances wherein MSB or MSD does not believe MSB or MSD is the Least Restrictive Environment, MSB or MSD will notify the public agency that an IEP Team meeting is necessary. The public agency must hold an IEP Team meeting within a reasonable time of MSB's or MSD's notification to the public agency of the need for an IEP Team meeting. The student's teacher and other appropriate professional personnel from MSD or MSB shall be invited to participate in this meeting. If the IEP Team determines the student is ineligible for services at MSB or MSD, they shall inform the parents of their right to appeal in accordance with the Procedural Safeguards.

REEVALUATION

The public agency shall conduct a reevaluation as required by state regulations.

Results of the reevaluation shall be submitted to MSB and MSD for review. Additional data, including additional evaluation information, may be requested by MSB or MSD and must be provided by the public agency to clarify the student's educational needs.



The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, sexual orientation, national origin, age, veteran status, mental or physical disability, or any other basis prohibited by statute in its programs and activities. Inquiries related to department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Director of Civil Rights Compliance and MOA Coordinator (Title VI/Title IX/504/ADA/ADAAA/Age Act/GINA/USDA Title VI), 5th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; email civilrights@dese.mo.gov.

Missouri Department of Elementary and Secondary Education
P. O. Box 480
Jefferson City, Missouri 65102-0480
<http://dese.mo.gov>

Coversheet

Timster World Transportation

Section: II. Consent Agenda
Item: F. Timster World Transportation
Purpose: Vote
Submitted by:
Related Material: TW Transportation.pdf

TRANSPORTATION CONTRACT

This Transportation Contract for Services is made effective as of _____, by and between Hogan Charter Schools ("Hogan") of 1331 E. Meyer Blvd., Kansas City, Missouri 64130, and Timster World Inc. ("TW") of 7603 E. 134th St., Grandview, Missouri 64030.

DESCRIPTION OF SERVICES. Beginning on _____, TW will provide to Hogan the following transportation services (collectively, the "Services"):

The Transporter is hired to transport all students under the state and federal regulations identified as McKinney-Vento, needing transportation as a related services under the Individuals with Disabilities Education Act, and students recognized as foster and/or unaccompanied youth.

PAYMENT. Payment shall be made to Timster World Inc., Grandview, Missouri 64030.

Hogan agrees to pay TW as follows:

monthly at a rate of \$26.50 per student per ride, including athletics events and afterschool activities.

In addition to any other right or remedy provided by law, if Hogan fails to pay for the Services when due, TW has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

TERM. This Contract will terminate automatically on _____.

INSURANCE. TW, at TW's expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits per occurrence and for personal injury and property damage, with minimum limits. TW shall provide Hogan certificate of insurance naming Hogan as Certificate Holder, evidencing the foregoing coverage prior to providing any services to Hogan under this Contract. TW shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by Hogan. TW shall also maintain any insurance coverage required by any government body including workers compensation (if applicable) for the types of transportation and related services specified.

PERFORMANCE OF SERVICES. TW agrees to meet Hogan's distinct transit and pricing requirements agreed to by the parties from time to time after the effective date as confirmed by Hogan. TW further agrees to comply with all of Hogan's reasonable transportation instructions communicated to TW by Hogan, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. TW agrees to perform its services under this Contract in accordance with the highest standards of industry.

EXCLUSIVE CONTROL. TW shall have sole and exclusive control over the manner in which TW and its agents perform the transportation service provided for hereunder, and TW shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by TW. TW represents that it is entirely independent and that it is not substantially economically dependent upon Hogan, and there is no functional integration of Hogan's and TW's respective operations.

HEALTH & SAFETY. TW is responsible to ensure that each of TW's employees/drivers/workers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment.

No employee/driver/worker of TW will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely.

PROMPT SERVICE. TW shall promptly and efficiently receive and transport passengers safely, within Hogan's established schedules.

CONFIDENTIALITY. TW, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of TW, or divulge, disclose, or communicate in any manner, any information that is proprietary to Hogan. TW and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

INDEMNIFICATION. TW agrees to indemnify and hold Hogan harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Hogan that result from the acts or omissions of TW and/or TW's employees, agents, or representatives.

WARRANTY. TW shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in TW's community and region, and will provide a standard of care equal to, or superior to, care used by transporters similar to TW on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Missouri

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATURES. This Contract shall be signed by Jazmine Salach, Chief Officer of Student Services and Social Emotional Learning Supports on behalf of Hogan Charter Schools and by Kim Boykin, Supervisor on behalf of Timster World Inc..

Client:
Hogan Charter Schools

By: _____

Date: _____

Jazmine Salach
Chief Officer of Student Services and Social Emotional Learning Supports

Transporter:
Timster World Inc.

By: _____
Kim Boykin
Supervisor

Date: _____

Coversheet

Operation Breakthrough MOUs

Section: II. Consent Agenda
Item: G. Operation Breakthrough MOUs
Purpose: Vote
Submitted by:
Related Material: OB Ignition Lab MOU.pdf
OB PreK MOU.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) executed this 7th day of September, 2022 is effective from September 1, 2022, until May 30, 2023, by and between the Hogan Preparatory Academy Charter School (“the School”) and Operation Breakthrough, a duly organized non-profit organization chartered under the laws of the State of Missouri (“Host Site”). At times in this MOU, the School and Host Site may be referred to collectively as the “Parties.”

By the time students enter high school, most have self-identified as not interested in STEM subjects. To change this trajectory, Operation Breakthrough has built on its highly successful STEM MakerSpace (preschoolers) and MakerCity (ages six to 14) programs by creating an Ignition Lab for high school students to build 21st century skills and prepare them to compete in a global economy. The current MakerSpace and MakerCity STEM spaces promote hands-on collaborative learning in the arts, electrical, robotics, construction, culinary arts, multimedia, automotive and engineering, maker and green tech. The spaces feature fully integrated systems of hardware, software, online curriculum, educational kits, manipulatives and assessment tools to foster 21st Century learning.

Ignition Lab programming for high school students will build on Operation Breakthrough’s existing programs for preschoolers to age 14 and rely on the research of high-quality out-of-school programs in STEM and Kansas City’s Real-World Learning initiative sponsored by the Ewing Marion Kauffman Foundation. The goal of the Kauffman Foundation initiative is to prepare learners for work, school and life after high school through four identified market assets valued by employers and higher education:

1. Work experiences: internships and client-connected projects
2. College credit: at least three classes
3. Industry recognized credentials
4. Entrepreneurial experiences: starting a business or launching an initiative

The Ignition Lab/MakerCity will provide opportunities in computer science, mechatronics, circuitry and electronics, culinary arts, 2D & 3D product design, digital media, graphic design, additive manufacturing, green tech, automotive and engineering, math, and entrepreneurship. Hands-on learning experiences will provide a powerful springboard for high school students to help prepare them for post-high school job training programs, entrepreneurial ventures or college admission. Daily access to a place where it is “cool” to be smart and future-focused will be a strong influence on teens/

Real world learning alongside community and industry partners will allow students to engage in work that builds industry recognized skills and experiences including client work, internships, entrepreneurship opportunities and extended learning opportunities to better prepare them for career and life success. To date, community partners include Gould-Evans, Black & Veatch, Garmin, Burns & McDonnell, Goppert, PCs for People, KC STEM Alliance, JE Dunn, Midwest Research Institute, MINDDRIVE, Cargill, Honeywell, 3DHQ, UMKC, DigiStory, and many others.

1. **RESPONSIBILITIES OF HOST SITE**

- a. Provide career exploration, entrepreneurship, workforce development and essential skills in STEM and the arts to a minimum of 340 students from the Upper School Grades 7 through 10 on an AB schedule.
- b. Provide transportation to and from the School to the Ignition Lab
- c. Provide programming from 7:45 a.m. to 11:35 a.m. and 1:00 to 2:00 p.m. confirming calendar each quarter with progress reports and grades provided to The School. Each semester students will participate in a capstone defense as well as complete a portfolio of projects.
- d. Comply with applicable Federal and State laws in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Rehabilitation Act, FERPA, HIPAA, and all rules and regulations promulgated by DESE.
- e. Ensure that all employees and volunteers at the Host Site have passed a background check complying with DESE requirements.
- f. Host Site will provide safety protocols for use of equipment.
- g. Host Site will provide health and safety protocol and contract tracing for any COVID exposures for students who attend programming.

2. **RESPONSIBILITIES OF THE SCHOOL**

- a. Provide staff who ride on the bus and supervise students while at the Ignition Lab.
- b. Provide a waiver for each student signed by the parent and/or guardian.
- c. Pay a total of \$400 per student for 9th and 10th graders and \$250 per student for 7th & 8th graders for a minimum of \$100,000
- d. Provide Host Site with access to all School policies, procedures, and the School Handbook.
- e. Provide individual student data for program evaluation including assessment, attendance and behavioral data. The school will collaborate with Operation Breakthrough on a pre-post survey.

3. **TERMS AND TERMINATION OF AGREEMENT**

- a. This Agreement will remain in effect from September 1, 2021, through May 31, 2022 (“Initial Term”), and shall be subject to renewal by the Parties for additional one-year terms as agreed on an annual basis.
- b. Starting on the date of this Agreements execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon 90 day advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such Ninety (90) day period.

4. **PRIVACY AND CONFIDENTIALITY**

- a. Host Site, as a covered entity, is required by Federal laws, including the HIPAA Privacy Rule and Security Rule, and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. Host Site shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the School. The current “Notice of Privacy Practices” shall be posted on the Host Site web site.
- b. Each Party recognizes that in the course of performing this Agreement it may become aware of information that the other Party deems confidential and/or proprietary. For purposes of this Agreement, “proprietary” and “confidential” information will include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.
- c. Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.
- d. Each Party agrees that these provisions shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

6. **GENERAL PROVISIONS**

- a. Compliance with Laws and Policies. Host Site agrees that it will comply with the applicable provisions to this Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section 504 of the

Rehabilitation Act of 1973, along with their implementing state and federal regulations. Host Site further agrees it will indemnify and hold the School, its agents, employees and successors harmless from any claims asserted against the School directly arising out of Host Site's violation of FERPA, IDEA or Section 504 and their state and federal regulations, including for any costs and attorneys' fees incurred by the School in defending such claims. A violation of any of the laws or regulations contained in this Section 6(a) by Host Site will not be considered, interpreted or construed in any way as a violation by, or on behalf of, the School. While performing services under this Agreement, Host Site agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

- b. Indemnity: School Site shall identify the Host Site as Additional Insured and a Certificate Holder for the Commercial General Liability policy with limits of at least \$1M per occurrence and \$2M aggregate.
- c. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
- d. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.
- e. Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.
- f. Trademarks and Symbols: The School and Host Site reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The School and Host Site agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The School and Host Site will cease any previously approved usage immediately upon termination of this Agreement. The School and Host Site further agree that any advertising, promotional materials or other items which include the name of The School or Host Site are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.
- g. Waiver: Failure by The School, Host Site, or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances

will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the School and Host Site.

- h. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.
- i. Amendment: This Agreement may be amended at any time in writing between the School and Host Site.
- j. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- k. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.
- l. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.
- m. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- n. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to School:

If to Host Site:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

HOST SITE (HOST SITE)

Authorized Signatory,

Date

_____ CHARTER SCHOOL (THE SCHOOL)

Board President

Date

Board Secretary

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) executed this 7th day of July 2022 and is effective from July 1, 2022 until May 31, 2023, by and between the Hogan Preparatory Academy Charter School (“the School”) and Operation Breakthrough , a duly organized non-profit organization chartered under the laws of the State of Missouri (“Host Site”). At times in this MOU, the School and Host Site may be referred to collectively as the “Parties.”

The Kansas City Pre-K Cooperative (“Pre-K Cooperative”) has been formed to assist charter schools in providing additional pre-Kindergarten services and to utilize current funding opportunities offered by the State of Missouri. The Pre-K Cooperative offers the opportunity for schools, early education providers, and community organizations to collaborate to explore innovative solutions to most efficiently and effectively deploy pre-Kindergarten state aid reimbursement . The Pre-K Cooperative provides structure for participating K-12 charter schools who do not currently offer pre-Kindergarten services to operate pre-Kindergarten classrooms and programs in existing, quality early education programs. In addition to increasing access to pre-Kindergarten services, these partnerships are formed with the intent of increasing Kindergarten readiness, improving vertical alignment between pre-Kindergarten services and Kindergarten, providing families with collaborative support services, and increasing student achievement. The Pre-K Cooperative will provide common operating structures and protocols to ensure that all participating schools and their partnering host sites meet both quality expectations, as well as statutory requirements. Section 163.018.1(b) RSMo, authorizes charter schools to receive funding for pupils between the ages of three and five who attend an early childhood education program under contract with the charter school.

1. RESPONSIBILITIES OF HOST SITE

- a. Under the direction of the School, provide pre-Kindergarten services to 39 students from the School, between the ages of 3-5 years old who qualify for free and reduced lunch.
- b. Under the direction of the School, provide students with a minimum of One Thousand Forty-Four (1,044) hours of instruction per year.
- c. Provide classrooms with an appropriate Child Care Center license, granted from the Missouri Department of Health and Senior Services.
- d. Provide classrooms that have been recognized by the Missouri Department of Elementary and Secondary Education (“ DESE”) as having Missouri Accreditation in compliance with any regulations issued by DESE.
- e. Under the direction of the School, ensure that classrooms maintain a teacher-to-student ratio of two teachers to twenty students (2:20) or such other reasonable standard as may be set by DESE.

- f. Subject to approval by the School, provide teachers of record in the pre-Kindergarten

- classrooms who hold a valid teaching certificate issued by DESE.
- g. Implement curriculum approved by the School, utilizing one of the four research-based early childhood approved curriculum options: Creative Curriculum, Emerging Language and Literacy Curriculum, High/Scope, or Project Construct.
 - h. At the direction of the School, hold a minimum of two (2) parent-teacher conferences per school year. Staff members or administrators from the School shall direct and attend parent-teacher conferences at the Host Site.
 - i. Submit daily student attendance to the School in order to allow reimbursement by the School according to students' Average Daily Attendance ("ADA") calculations as provided by DESE. .
 - j. Submit daily attendance to the School in order to allow reimbursement of Proposition C funding by the School according to the students' Weighted Average Daily Attendance. Proposition C reimbursement to the Host Site will begin in the second full year of partnership between the School and Host Site.
 - k. Share all parent contact information with the School to ensure effective communication between all Parties.
 - l. Contact the School if a student is absent more than five (5) consecutive days, to allow the School to contact the family of the eligible student.
 - m. Assist the School's efforts to collect funding from DESE and provide information and/or records to assist with the School's efforts to collect funding.
 - n. Assist the School's fundraising efforts related to the costs for start-up of the Pre-K Cooperative.
 - o. Comply with applicable Federal and State laws and regulations in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, Family Educational Rights and Privacy Act ("FERPA"), , Health Insurance Portability and Accountability Act ("HIPAA") , and all rules and regulations promulgated by DESE.
 - p. Ensure that all employees and volunteers at the Host Site have passed a background check in compliance with DESE requirements.
 - q. Implement School's Handbook Policies and Procedures. Exhibit A.
 - r. Allow the School to conduct routine and spot site visits to the Host Site. Schools will also be provided access to licensing and accreditation reports for the Host Site.
 - s. Evaluate school readiness using the Desired Results Developmental Profile (DRDP).
 - t. Provide meals to students that are compliant with requirements of federal free and reduced lunch regulations.

- u. Will have the option to provide summer school for enrolled children.

2. RESPONSIBILITIES OF THE SCHOOL

- a. The School will be responsible for operating the pre-Kindergarten program at the Host Site. The School will identify eligible students meeting the School's residency requirements. Eligible students are those students who are not served in an Early Childhood Special Education program, a fully funded Title I preschool, or a fully funded Missouri Preschool Program. Eligible students shall not be charged tuition by the School.
- b. Provide each eligible student with a Missouri Student Information System ("MOSIS") number.
- c. Reimburse the Host Site for daily student attendance as calculated by DESE under its ADA reimbursement calculations. LEA Administrative Fee will be 3.5%.
- d. Beginning in the second full year of the partnership between the School and the Host Site, reimburse the Host Site with Proposition C funds based on the students' Weighted Average Daily Attendance. *Note: Prop C funding reimbursement is based on prior year ADA while state funding reimbursement is based on current year ADA.*
- e. Supervise and approve the Host Site's hiring of a certified teacher for each classroom at the Host Site campus.
- f. Provide appropriate identification, evaluation, assessment, and services for special education students and english-language learner students, as required by IDEA and Missouri State Plan for Special Education.
- g. Provide related services (Speech Therapy, Occupational Therapy, and Physical Therapy) to eligible students, as determined necessary by School staff.
- h. Pursue funding of educational services provided by the Host Site from the State of Missouri.
- i. Provide Host Site with access to all School policies, procedures, and the School Handbook.

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3. TERMS AND TERMINATION OF AGREEMENT

- a. This Agreement will remain in effect from July 1, 2020, through June 30, 2021

(“Initial Term”), and shall be subject to renewal by the Parties for additional one year terms as agreed on an annual basis.

- b. Starting on the date of this Agreements execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon thirty (30) days advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such thirty (30) day period.

4. EMPLOYMENT VERIFICATION

- a. Prior to commencement of the Agreement effective date of July 1, 2020, Host Site shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Host Site shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided under this Agreement.

5. PRIVACY AND CONFIDENTIALITY

- a. Host Site, as a covered entity, is required by Federal law, including HIPAA , and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. Host Site shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the School. The current “Notice of Privacy Practices” shall be posted on the Host Site website.
- b. Each Party recognizes that in the course of performing this Agreement it may become aware of information that the other Party deems confidential and/or proprietary. For purposes of this Agreement, “proprietary” and “confidential” information shall include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.
- c. Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably

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necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.

- d. Each Party agrees that these provisions shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

6. GENERAL PROVISIONS

- a. Compliance with Laws and Policies. Host Site agrees it will indemnify and hold the School, its agents, employees and successors harmless from any claims asserted against the School arising out of Host Site's violation of FERPA, IDEA or Section 504 of the Rehabilitation Act of 1973, their s regulations and applicable state laws, including for any costs and attorneys' fees incurred by the School in defending such claims. A violation of any of the laws or regulations contained in this Section 6(a) by Host Site will not be considered, interpreted or construed in any way as a violation by, or on behalf of, the School. While performing services under this Agreement, Host Site agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.
- b. Indemnity: Host Site will indemnify and hold harmless the School and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by Host Site, or any employee or agent of Host Site, in the performance or omission of an act or responsibility assumed or deemed to be assumed by Host Site pursuant to this Agreement.

Additionally, Host Site shall identify the School as a Certificate Holder for the Commercial General Liability Policy that covers Host Site. The School is a covered insured under this Policy. Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require the School to indemnify Host Site for any losses, claims, demands, or causes of action for which the School has not waived sovereign immunity, except to the extent such waivers are provided by statute in . Sections 537.600 and 537.610, RSMo, *et. seq.* Further, any insurance purchased by Host Site is not intended to act as a waiver, nor is it a waiver of any defense available to the School and its employees by statute or at common law.

- c. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
- d. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the

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Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.

- e. Caption and Headings: The captions and headings throughout this Agreement are for

convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.

- f. Trademarks and Symbols: The School and Host Site reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The School and Host Site agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The School and Host Site will cease any previously approved usage immediately upon termination of this Agreement. The School and Host Site further agree that any advertising, promotional materials or other items which include the name of The School or Host Site are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.
- g. Waiver: Failure by The School, Host Site, or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the School and Host Site.
- h. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.
- i. Amendment: This Agreement may be amended at any time in writing between the School and Host Site.
- j. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- k. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall

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be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.

- l. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.

- m. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- n. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to Host Site: Operation Breakthrough
 Attn: Mary Esselman
 3039 Troost
 Kansas City, MO 64109

If to School: Hogan Preparatory Academy
 Attn: Dr. Tamara Burns
 6409 Agnes
 Kansas City, MO 64114

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

HOST SITE:

_____ Authorized
 Signatory, Date
 Operation Breakthrough

SCHOOL:

_____ Authorized
 Signatory, Date
 Hogan Preparatory Academy

Coversheet

HPA Credit Card Resolution

Section: II. Consent Agenda
Item: H. HPA Credit Card Resolution
Purpose: Vote
Submitted by:
Related Material:
27. HPA Board Resolution - Credit Card Authorization_9.26.2022.pdf



RESOLUTION OF THE BOARD OF DIRECTORS OF HOGAN PREPARATORY ACADEMY, INC.

The undersigned, Robin Carlson, being the Secretary of the Board of Directors of HOGAN PREPARATORY ACADEMY, INC., a Missouri not-for-profit corporation (the "Corporation"), by this instrument hereby certifies that the following resolution was adopted by the Board of Directors on Jul 26, 2021 .

HAVING BEEN PREVIOUSLY RESOLVED THAT:

The Corporation has a credit card account at Bank Midwest with a variety of former staff as authorize users

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That all the following current users on the credit card account at Bank Midwest for Hogan Preparatory Academy, Inc., a Missouri not-for-profit corporation, be removed and access to the account be terminated.
 - a. Kelsey Jinkens

2. That the following persons be added as authorized users on the credit card account at Bank Midwest for Hogan Preparatory Academy, Inc., a Missouri not-for-profit corporation.
 - a. Rebecca Skinner - \$1000 limit
 - b. Jerome Bobbitt - \$1000 limit

Signed:

Secretary, Board of Directors
Hogan Preparatory Academy, Inc.

Coversheet

Approve HPA Board of Directors Annual Appointments

Section: II. Consent Agenda
Item: I. Approve HPA Board of Directors Annual Appointments
Purpose: Vote
Submitted by:
Related Material: BOD Appointments FY22-23.pdf



CONSENT AGENDA - APPOINTMENTS

Board policy requires the annual appointments of the following:

Title IX Coordinator

The Title IX Coordinator is committed to maintaining a working and learning environment free from discrimination, insult, intimidation or harassment due to race, color, religion, sex, age, national origin or disability. The following appointment for Title IX Coordinator is Dr. Tamara Burns, Deputy Superintendent

Custodian of Records

The Custodian of Records serves as the point of contact for public inquiry related to Hogan records. S/he facilitates public access to District public records. The following appointment Custodian of Records is Jan Thomas, Executive Coordinator to the Superintendent and Board of Directors

Homeless & Unaccompanied Youth Liaison

The Homeless & Unaccompanied Youth Liaison serves as the primary point of contact for the Hogan's homeless & unaccompanied youth. S/he is responsible for the execution of all policies and procedures related to identification and support of the District's homeless and unaccompanied youth. This position also fulfills the same responsibilities for any identified migrant students. The following appointment for Homeless & Unaccompanied Youth Liaison is Jazmine Salach, Chief of Student Services

Foster Care Liaison

The Foster Care Liaison serves as the primary point of contact for the Hogan students who are in foster care. S/he is responsible for the execution of all policies and procedures related to identification and support of the District's students who are in foster care. The following appointment for Foster Care Liaison is Jazmine Salach, Chief of Student Services.

English Language Coordinator

The English Language Coordinator serves as the primary contact for the education of Hogan EL students S/he is responsible for the execution of all policies and procedures related to identification and support of Hogan EL students. The following appointment for English Language Coordinator is Jazmine Salach, Chief of Student Services

Coversheet

Finance Committee Report

Section: III. Finance Committee
Item: A. Finance Committee Report
Purpose: Vote
Submitted by:
Related Material: 20. September 20th Finance Committee Meeting Minutes.pdf
August Financials.pdf



Hogan Preparatory Academy Finance Committee Meeting

Date and Time

Tuesday, September 20th at 12:00 PM

Finance Committee Meeting

Tuesday, September 20 · 12:00 – 12:30pm

Google Meet joining info

Video call link: <https://meet.google.com/xez-jham-vso>

Or dial: (US) +1 631-606-4393 PIN: 793 168 428#

Committee Members Present: Dr. Strickland, Dr. Burns, Tracy Null, and Jamie Berry

Committee Members Absent: Dave Collie and Anne Schaffa

Guest Present: None

I. Opening Items

- | | |
|---------------------------------------|---------------|
| A. Record Attendance | Tamara Burns |
| B. Call the Meeting to Order | David Collier |
| C. Approve minutes | David Collier |
| ○ August 16th minutes | |

II. Focus of the Finance Committee

- | | | |
|---------------------------------------|---------|------------|
| A. August Close Financials | Discuss | Tracy Null |
| ○ Supplemental Report | | |

Revenue:

- Revenue was adjusted this month to more accurately reflect enrollment.
- Student enrollment was lowered from 1310 to 1086, resulting in a \$1,296K
- reduction in FY23 revenue.



- ▪ This revenue decrease will be partially offset by changes to the funding formula which eliminate the funding gap for charter schools. The State of MO is hoping to have the funding revisions ready by 01/23. They will be retroactive to the first of the fiscal year.

Expenses

- ▪ Despite the revenue adjustment for lower enrollment, we are currently still projecting to make our budgeted cash reserves.
- ▪ Lower than anticipated expenses for staffing and benefits are helping to offset lower revenue projections.
- ▪ KLS Loan Covenants – as a quick reminder, we must continue to monitor our enrollment reserves to ensure we meet the loan covenant.
 - i. ▪ Enrollment – No fewer than 1075 students

Total Net Income

235 Days of Cash at year’s end. We forecast the school’s year ending cash balance as \$11m, \$108k above budget. The decrease in enrollment and corresponding revenue will impact available funds for the capital project. The most recent pro forma had indicated cash reserves of \$12,3M vs. the \$11M we see here.

B. Current Enrollment Numbers and Implications on Budget

- Actual In-Seat Numbers as of Friday, September 16th: 1,084- Goal: 1,100
[Board Report](#)

Impact of reduced enrollment		\$1,059,470.34
Unbudgeted Revenue		\$0.00
Reduced Expenses		
Athletics Tab	15% Reduction	\$12,802.65
Academics Tab	15% Reduction	\$107,230.15
Student Svcs Tab	15% Reduction	\$78,532.50
Operations Tab		
Classroom Technology		\$156,000.00



TFA		\$25,000.00
KC Teachers Residency		\$30,000.00
Superintendent's Budget		
Contingency Budget		\$100,000.00
PD Leadership Training		\$50,000.00
ES Budget	15% Reduction	\$8,775.00
MS Budget	15% Reduction	\$6,900.00
HS Budget	15% Reduction	\$12,825.00
		\$588,065.30
		\$471,405.04
Staffing Reductions		\$306,784.00
Associated Taxes		\$39,881.92
Total Staffing Reductions		\$346,665.92
TO GO		\$124,739.12

- TO GO \$124,739.12

C. [Phase III of Capital Project](#)- Reschedule of Meeting: Update on the Pro-Forma and Next Steps

It was decided to put a hold on this until we have an analysis on how the current enrollment numbers impact our Pro-Forma currently and in the outyears. Also, we will discuss the demolition of the nunnery as a precursor to the Phase III capital project. A contract of this project will be presented to the board at the next meeting.

III. Closing Items

- A. Adjourn Meeting Vote Tamara Burns

HOGAN
PREP ACADEMY



August 2022 Financials

PREPARED **SEP'22** BY



- **Executive Summary**
- **Cash Forecast**
- **Key Performance Indicators**
- **Forecast Overview**
- **Key Forecast Changes This Month**
- **Financials**
- **Monthly Projections**
- **Balance Sheet**

Executive Summary

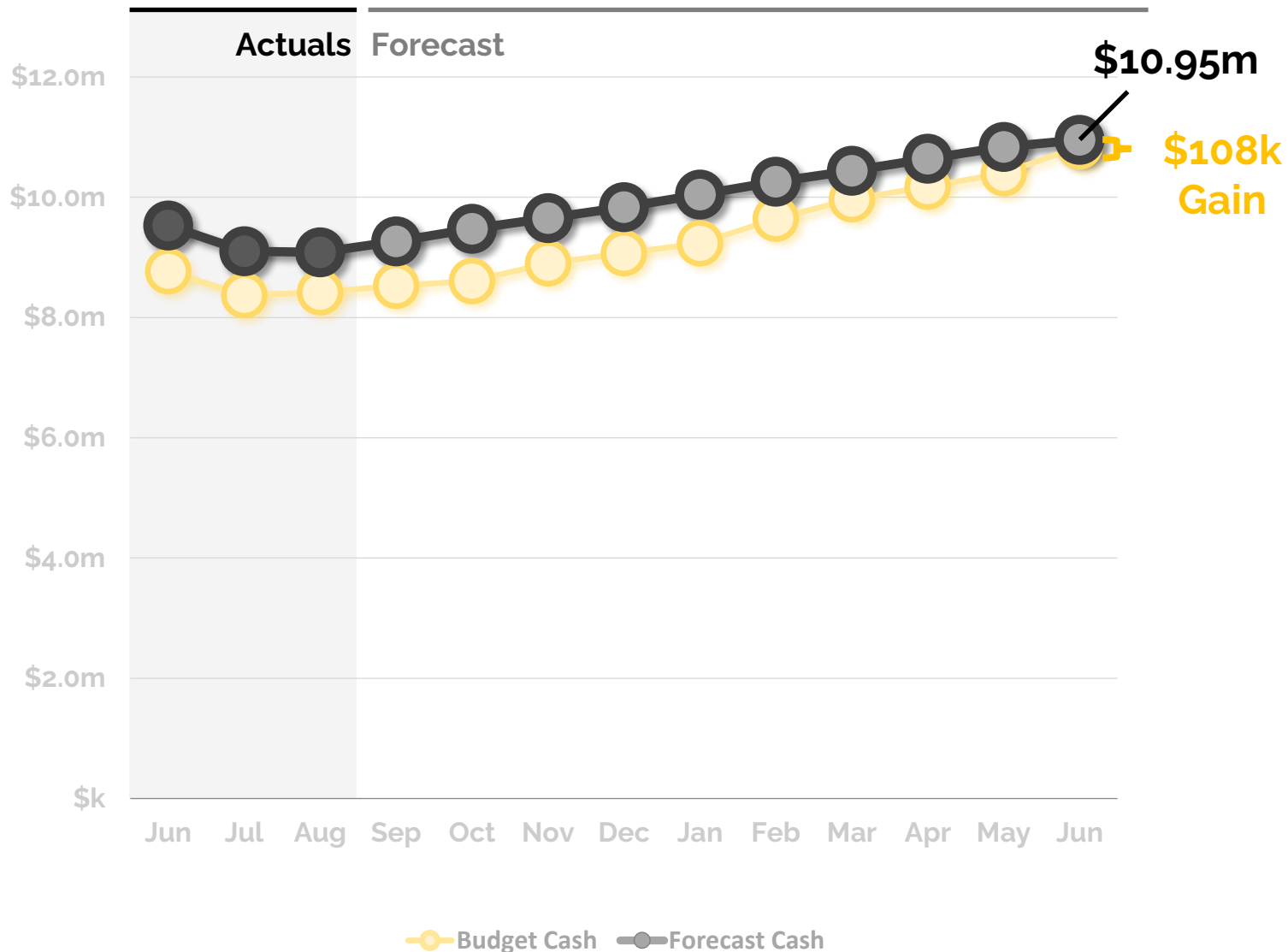
- Revenue was adjusted this month to more accurately reflect enrollment. Student enrollment was lowered from 1310 to 1086, resulting in a \$1,296K reduction in FY23 revenue.
 - This revenue decrease will be partially offset by changes to the funding formula which eliminate the funding gap for charter schools. The State of MO is hoping to have the funding revisions ready by 01/23. They will be retroactive to the first of the fiscal year.
- Despite the revenue adjustment for lower enrollment, we are currently still projecting to make our budgeted cash reserves.
 - Lower than anticipated expenses for staffing and benefits are helping to offset lower revenue projections.
- KLS Loan Covenants – as a quick reminder, we must continue to monitor our enrollment reserves to ensure we meet the loan covenant.
 - Enrollment – No fewer than 1075 students

Cash Forecast

235 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$11m**, **\$108k** above budget.

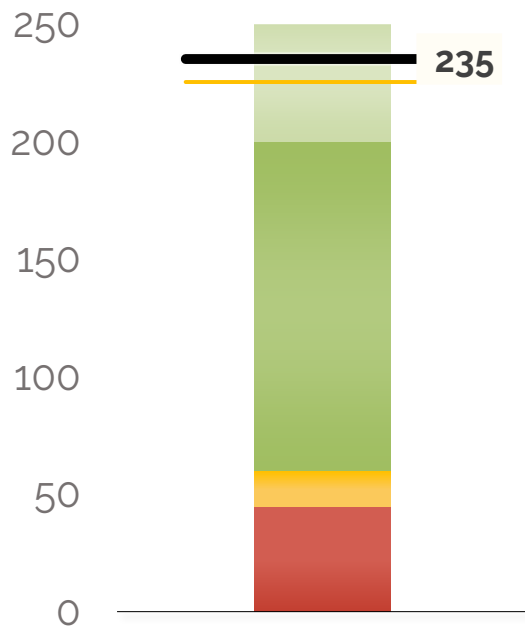
The decrease in enrollment and corresponding revenue will impact available funds for the capital project. The most recent pro forma had indicated cash reserves of \$12,3M vs. the \$11M we see here.



Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

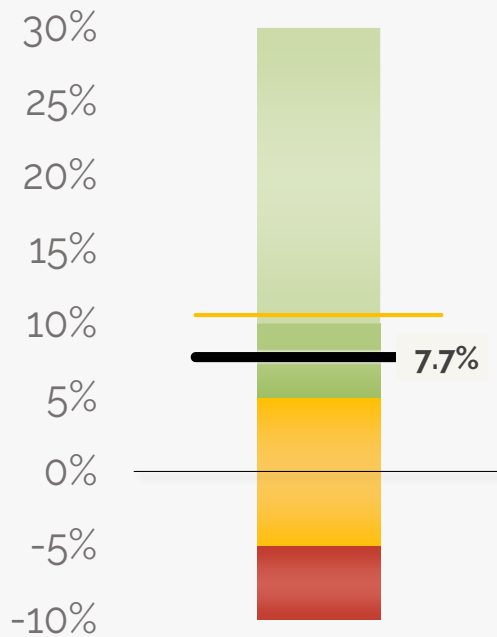


235 DAYS OF CASH AT YEAR'S END

The school will end the year with 235 days of cash. This is above the recommended 60 days

Gross Margin

Revenue less expenses, divided by revenue

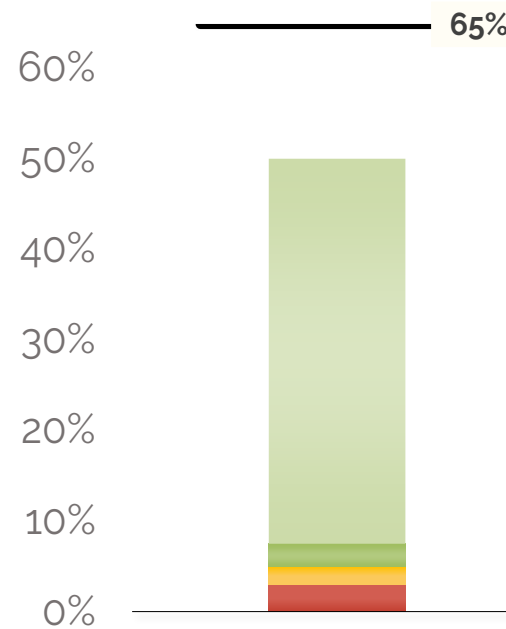


7.7% GROSS MARGIN

The forecasted net income is \$1.4m, which is \$652k below the budget. It yields a 7.7% gross margin.

Fund Balance %

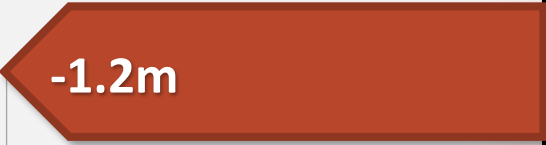




Forecasted Ending Fund Balance / Total Expenses



64.86% AT YEAR'S END

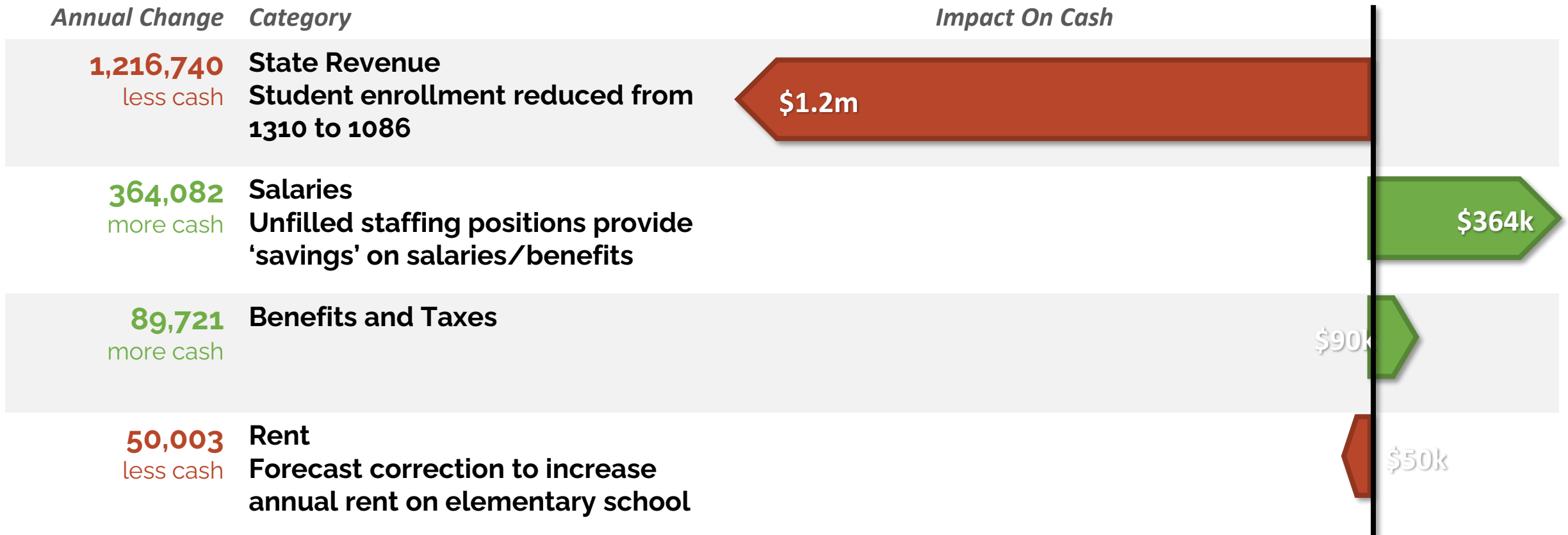
The school is projected to end the year with a fund balance of \$11,023,513. Last year's fund balance was \$9,599,590.

Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$18.4m	\$19.6m	-\$1.2m		Student enrollment was reduced from 1310 to 1086.
Expenses	\$17m	\$17.6m	\$561k		Current unfilled positions are providing 'savings' on salaries and benefits.
Net Income	\$1.4m	\$2.1m	-\$652k		Revenue decrease is offset by reduced expenses.
Cash Flow Adjustments	\$1k	0	\$1k		
Change in Cash	\$1.4m	\$2.1m	-\$651k		

Key Forecast Changes This Month

The August forecast **decreased** the year-end cash expectation by \$820k. *Key changes:*



	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>Forecast</i>	<i>Budget</i>	<i>Variance</i>	<i>Remaining</i>
Revenue							
Local Revenue	304,347	226,728	77,619	1,495,594	1,491,727	3,867	1,191,246
State Revenue	1,420,598	1,472,696	(52,098)	9,190,889	10,407,630	(1,216,741)	7,770,291
Federal Revenue	85,998	876,707	(790,708)	6,202,778	6,202,728	50	6,116,780
Private Grants and Donations	41,700	-	41,700	557,500	557,500	-	515,800
Earned Fees	95,351	-	95,351	972,866	972,866	(0)	877,515
Total Revenue	1,947,995	2,576,131	(628,137)	18,419,627	19,632,450	(1,212,824) ①	16,471,632
Expenses							
Salaries	981,658	1,187,541	205,883	6,620,822	7,125,248	504,427	5,639,164
Benefits and Taxes	270,166	338,274	68,108	1,912,150	2,029,643	117,494	1,641,983
Staff-Related Costs	12,046	37,979	25,933	227,875	227,875	0	215,829
Rent	33,333	25,000	(8,333)	200,003	150,000	(50,003)	166,670
Occupancy Service	152,565	181,284	28,719	1,087,703	1,087,703	0	935,138
Student Expense, Direct	273,134	304,345	31,211	1,826,069	1,826,069	(0)	1,552,935
Student Expense, Food	226,775	182,166	(44,609)	1,092,995	1,092,995	0	866,220
Office & Business Expense	114,473	190,142	75,669	1,152,260	1,140,849	(11,411)	1,037,787
Transportation	7,621	156,927	149,306	941,560	941,560	(0)	933,939
Total Ordinary Expenses	2,071,772	2,603,657	531,886	15,061,437	15,621,943	560,506	12,989,665
Net Operating Income	(123,777)	(27,526)	(96,251)	3,358,190	4,010,508	(652,318)	3,481,967
Extraordinary Expenses							
Interest	14,039	14,039	-	84,233	84,233	0	70,194
Facility Improvements	310,000	308,339	(1,661)	1,850,034	1,850,034	0	1,540,034
Total Extraordinary Expenses	324,039	322,378	(1,661)	1,934,267	1,934,268	0	1,610,228
Total Expenses	2,395,810	2,926,035	530,225	16,995,704	17,556,210	560,506 ②	14,599,894
Net Income	(447,816)	(349,904)	(97,912)	1,423,923	2,076,240	(652,317) ③	1,871,739
Cash Flow Adjustments	5,698	-	5,698	1,297	-	1,297	(4,402)
Change in Cash	(442,117)	(349,904)	(92,214)	1,425,220	2,076,240	(651,021) ⑤	1,867,337

① **REVENUE: \$1.2M BEHIND**
 Enrollment decreased from 1310 to 1086

② **EXPENSES: \$561K AHEAD**
 'Savings' on unfilled staff positions

③ **NET INCOME: \$652K behind**

④ **CASH ADJ: \$1K AHEAD**

⑤ **NET CHANGE IN CASH: \$651K BEHIND**

Monthly Financials

Income Statement	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Revenue													
Local Revenue	159,450	144,898	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	1,495,594
State Revenue	652,434	768,164	777,029	777,029	777,029	777,029	777,029	777,029	777,029	777,029	777,029	777,029	9,190,889
Federal Revenue	76,426	9,573	611,678	611,678	611,678	611,678	611,678	611,678	611,678	611,678	611,678	611,678	6,202,778
Private Grants and Donations	1,000	40,700	51,580	51,580	51,580	51,580	51,580	51,580	51,580	51,580	51,580	51,580	557,500
Earned Fees	95,351	0	87,752	87,752	87,752	87,752	87,752	87,752	87,752	87,752	87,752	87,752	972,866
Total Revenue	984,660	963,335	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	1,647,163	18,419,627
Expenses													
Salaries	538,677	442,981	569,492	543,107	574,204	566,882	542,274	542,274	567,761	552,024	555,024	626,124	6,620,822
Benefits and Taxes	139,145	131,021	164,313	162,294	164,673	164,373	162,231	162,231	164,180	162,976	164,002	170,711	1,912,150
Staff-Related Costs	6,252	5,795	21,583	21,583	21,583	21,583	21,583	21,583	21,583	21,583	21,583	21,583	227,875
Rent	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,003
Occupancy Service	80,950	71,615	93,514	93,514	93,514	93,514	93,514	93,514	93,514	93,514	93,514	93,514	1,087,703
Student Expense, Direct	56,179	216,955	155,294	155,294	155,294	155,294	155,294	155,294	155,294	155,294	155,294	155,294	1,826,069
Student Expense, Food	226,775	0	86,622	86,622	86,622	86,622	86,622	86,622	86,622	86,622	86,622	86,622	1,092,995
Office & Business Expense	55,670	58,803	103,779	103,779	103,779	103,779	103,779	103,779	103,779	103,779	103,779	103,779	1,152,260
Transportation	2,485	5,136	93,394	93,394	93,394	93,394	93,394	93,394	93,394	93,394	93,394	93,394	941,560
Total Ordinary Expenses	1,122,800	948,972	1,304,656	1,276,253	1,309,729	1,302,107	1,275,356	1,275,356	1,302,793	1,285,852	1,289,877	1,367,686	15,061,437
Operating Income	-138,140	14,363	342,507	370,910	337,434	345,056	371,807	371,807	344,370	361,311	357,286	279,477	3,358,190
Extraordinary Expenses													
Interest	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	84,233
Facility Improvements	281,250	28,750	154,003	154,003	154,003	154,003	154,003	154,003	154,003	154,003	154,003	154,003	1,850,034
Total Extraordinary Expenses	288,269	35,769	161,023	161,023	161,023	161,023	161,023	161,023	161,023	161,023	161,023	161,023	1,934,267
Total Expenses	1,411,069	984,741	1,465,679	1,437,276	1,470,752	1,463,130	1,436,379	1,436,379	1,463,816	1,446,875	1,450,900	1,528,709	16,995,704
Net Income	-426,409	-21,406	181,484	209,887	176,411	184,034	210,784	210,784	183,347	200,289	196,264	118,454	1,423,923
Cash Flow Adjustments	2,575	3,124	-440	-440	-440	-440	-440	-440	-440	-440	-440	-440	1,297
Change in Cash	-423,835	-18,283	181,044	209,447	175,971	183,593	210,344	210,344	182,907	199,848	195,823	118,014	1,425,216

	<i>Previous Year End</i>	<i>Current</i>	<i>Year End</i>
	<i>6/30/2022</i>	<i>8/31/2022</i>	<i>6/30/2023</i>
Assets			
Current Assets			
Cash	9,527,639	9,085,521	10,952,858
Total Current Assets	9,527,639	9,085,521	10,952,858
Total Assets	9,527,639	9,085,521	10,952,858
Liabilities and Equity			
Liabilities			
Current Liabilities			
Other Current Liabilities	-71,951	-66,253	-70,655
Total Current Liabilities	-71,951	-66,253	-70,655
Total Long-Term Liabilities	0	0	
Total Liabilities	-71,951	-66,253	
Equity			
Unrestricted Net Assets	9,599,590	9,599,590	9,599,590
Net Income	0	-447,816	1,423,923
Total Equity	9,599,590	9,151,774	11,023,513

Coversheet

Approve August Expenses

Section:	III. Finance Committee
Item:	B. Approve August Expenses
Purpose:	Vote
Submitted by:	
Related Material:	August Expenses.pdf August Check Register.pdf



Accounts Payable

As of 8/31/2022

Hogan Preparatory Academy

PAYEE: ALL		STATUS: -- All --		REPORT DATE: 9/20/2022 10:01:47 PM ET						
GL CODE: ALL										
Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
21100660 2840001	8/1/2022	10/6/2021	Paid	9/1/2022	7885143 9	KCMO CITY TREASURER Hogan Preparatory Academy	10 2542 6411 0100 3 00000 000	\$300.00	bo115303	\$300.00
69317R	8/1/2022	3/7/2022	Paid	9/9/2022	7886380 8	Young Sign Company, Inc. Hogan Preparatory Academy	10 2322 6319 0100 3 00000 000	\$7,496.17	bo115331	\$7,496.17
92537554 42	8/1/2022	3/22/2022	On Hold			GRAINGER 880524434	11 2542 6332 1935 3 00000 000	\$307.23		\$307.23
124413	8/1/2022	4/20/2022	Paid	9/1/2022	7885134 0	Lexington Plumbing and Heating Company Hogan Preparatory Academy	13 2542 6332 6910 3 00000 000	\$140.00	bo115280	\$140.00
229 0040437	8/1/2022	6/10/2022	Paid	9/7/2022	7885943 9	UNIFIRST CORPORATION 1406828	10 2542 6331 0100 3 00000 000	\$56.08	Mats - MS	\$56.08
00015061 4	8/1/2022	7/7/2022	Paid	9/1/2022	7885119 0	Missouri Department of Public Safety Hogan	12 2542 6332 3945 3 00000 000	\$50.00	bo115278	\$50.00
229 0051378	8/1/2022	7/8/2022	Paid	9/7/2022	7885944 1	UNIFIRST CORPORATION 1406828	10 2542 6331 0100 3 00000 000	\$55.25	Mats - MS	\$55.25
229 0054120	8/1/2022	7/15/2022	Paid	9/7/2022	7885944 0	UNIFIRST CORPORATION 1512134	10 2542 6331 0100 3 00000 000	\$86.60	Mats - HS	\$86.60
105666	7/22/2022	7/22/2022	Paid	9/1/2022	7885118 6	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00	Pest Control	\$100.00
Hogan Preparator y Academy 7-31-2022	8/1/2022	7/31/2022	Paid	9/1/2022	7885118 8	MC Realty Group, LLC Hogan Preparatory Academy	11 2542 6332 1935 3 00000 000 13 2542 6319 6910 3 00000 000	\$6,461.80 \$0.00	Facility Repairs and Maint Facility Management Fees	\$6,461.80

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
Hogan Preparatory Academy 8-1-2022	8/1/2022	8/1/2022	Paid	9/1/2022	78851187	MC Realty Group, LLC Hogan Preparatory Academy	11 2542 6319 1935	\$1,230.00	Facility Management Fees	\$3,187.08
							3 00000 000			
							12 2542 6319 3945	\$1,137.08	Facility Management Fees	
							3 00000 000	\$820.00	Facility Management Fees	
18936	8/5/2022	8/5/2022	Paid	9/2/2022	78853653	K12ITC, INC. Hogan Preparatory Academy	40 4051 6521 1935	\$28,750.00	Cabling for New HS	\$28,750.00
							3 00000 000			
20220812-147.27	8/12/2022	8/12/2022	Paid	9/1/2022	78851194	Spire 0763868655	13 2542 6482 6910	\$147.27	Gas	\$147.27
							3 00000 000			
220812103026002	8/12/2022	8/12/2022	Paid	9/1/2022	78851439	KCMO CITY TREASURER Hogan Preparatory Academy	10 2542 6411 0100	\$150.00		\$150.00
							3 00000 000			
510404	8/12/2022	8/12/2022	Paid	9/9/2022	78863795	Aflac T9934	10 2164 0000 0000	\$343.26	July & August 2022	\$343.26
							0 00000 000			
8621	8/12/2022	8/12/2022	Paid	9/9/2022	78863801	RRS Services Hogan Preparatory Academy	12 2542 6319 3945	\$465.00	bo115324	\$465.00
							3 00000 000			
8625	8/12/2022	8/12/2022	Paid	9/9/2022	78863800	RRS Services Hogan Preparatory Academy	13 2542 6319 6910	\$465.00	bo115324	\$465.00
							3 00000 000			
20220817-97.97	8/17/2022	8/17/2022	Paid	9/1/2022	78851438	Spire 8939222862	12 2542 6482 3945	\$97.97	gas	\$97.97
							3 00000 000			
159295	8/18/2022	8/18/2022	On Hold			Waldo Pizza Hogan Preparatory Academy	12 2213 6411 3945	\$139.97		\$139.97
							4 40001 000			
20220818-73.67	8/18/2022	8/18/2022	Paid	9/1/2022	78851193	Spire 3347837531	11 2542 6482 1935	\$73.67	HS Gas	\$73.67
							3 00000 000			
315	8/18/2022	8/18/2022	Paid	9/1/2022	78851192	Show Me KC Schools Hogan Preparatory Academy	10 2321 6411 0100	\$125.00	Bo115312	\$125.00
							3 00000 000			
65468	8/18/2022	8/18/2022	Paid	9/9/2022	78864156	451 PROTECTION Hogan Preparatory Academy	13 2542 6319 6910	\$101.00	Annual Inspection	\$101.00
							3 00000 000			
Sept 2022	8/18/2022	8/18/2022	Paid	9/9/2022	78864155	Guardian Group ID: 00 559210	10 2157 0000 0000	\$499.32	Sept 2022	\$499.32
							0 00000 000			

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
Sept22 Hartford Ins	8/18/2022	8/18/2022	Paid	9/9/2022	7886379 7	HARTFORD, THE 14497686	10 2329 6352 0100 3 00000 000	\$2,674.00	September Liability Insurance	\$2,674.00
2077	8/19/2022	8/19/2022	Paid	9/1/2022	7885167 7	Tico Sports LLC Hogan Preparatory Academy	10 2322 6319 0100 3 00000 000	\$3,554.00	Marketing Services	\$3,554.00
65473	8/19/2022	8/19/2022	Paid	9/9/2022	7886415 6	451 PROTECTION Hogan Preparatory Academy	12 2542 6332 6910 3 00000 000	\$602.00	Annual Inspection	\$602.00
20220821-1099.39	8/21/2022	8/21/2022	Awaiting Payment Authorization			HOME DEPOT CREDIT SERVICES 6035 3225 4197 9534	11 2542 6332 1935 3 00000 000	\$982.63	HS - Repairs and Maintenance	\$1,099.39
							12 2542 6332 3945 3 00000 000	\$69.40	MS - Repairs and Maintenance	
							13 2542 6332 6910 3 00000 000	\$47.36	ES - Repairs and Maintenance	
11823412	8/22/2022	8/22/2022	Paid	9/1/2022	7885167 8	First Student 2053615	10 2551 6342 0100 3 00000 000	\$3,948.00	Activity Trips - 7/22-8/21	\$3,948.00
20220822-115.00	8/22/2022	8/22/2022	Paid	9/9/2022	7886415 0	ALL BEVERAGE CONTROL, INC. Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$115.00	Ice Machine Rental	\$115.00
18996	8/23/2022	8/23/2022	Paid	9/9/2022	7886414 8	K12ITC, INC. Hogan Preparatory Academy	10 2331 6316 0100 4 42200 000	\$1,750.00	BO115271	\$1,750.00
20220823-450.00	8/23/2022	8/23/2022	Paid	9/1/2022	7885143 7	LASCUOLA, PHILLIP Expense Reimbursement	11 1421 6411 1935 3 00000 000	\$0.00		\$450.00
							13 2542 6336 6910 3 00000 000	\$450.00	bo115146	
20220823-520.89	8/23/2022	8/23/2022	Paid	9/9/2022	7886379 6	AT&T 816 A68-0701 502 4	10 2542 6361 0100 3 00000 000	\$520.89	AT&T Phone Service	\$520.89
1HKJ-YT1M-43TX	8/24/2022	8/24/2022	Paid	9/1/2022	7885119 1	Amazon Capital Services A14BG9UZREHMF6	13 1411 6411 6910 3 00000 000	\$64.95	bo115250	\$64.95
9000	8/24/2022	8/24/2022	Paid	9/1/2022	7885118 9	KC Metro Conference Hogan Middle	12 1421 6319 3945 3 00000 000	\$1,175.00	BO115308	\$1,175.00

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
INV04585 47	8/24/2022	8/24/2022	Paid	9/1/2022	7885133 9	University of Missouri 3910	13 2213 6319 6910 4 40001 000	\$125.00	bo115169	\$375.00
							12 2213 6319 3945 4 40001 000	\$125.00	bo115169	
							11 2213 6319 1935 4 40001 000	\$125.00	bo115169	
106343	8/26/2022	8/26/2022	Paid	9/9/2022	7886380 9	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00	Pest Control	\$100.00
106346	8/26/2022	8/26/2022	Paid	9/9/2022	7886380 2	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00	Pest Control	\$100.00
INV00119	8/26/2022	8/26/2022	Paid	9/9/2022	7886444 2	Elite Protection Services LLC Hogan Prep	11 2546 6319 1935 3 00000 000	\$2,160.00	Security	\$2,160.00
							12 2546 6319 3945 3 00000 000	\$0.00	Security	
							13 2546 6319 6910 3 00000 000	\$0.00	Security	
INV00120	8/26/2022	8/26/2022	Paid	9/9/2022	7886444 2	Elite Protection Services LLC Hogan Prep	13 2546 6319 6910 3 00000 000	\$0.00	Security	\$1,200.00
							12 2546 6319 3945 3 00000 000	\$1,200.00	Security	
INV00121	8/26/2022	8/26/2022	Paid	9/9/2022	7886444 2	Elite Protection Services LLC Hogan Prep	13 2546 6319 6910 3 00000 000	\$1,200.00	Security	\$1,200.00
							12 2546 6319 3945 3 00000 000	\$0.00	Security	
Sept 2022	8/26/2022	8/26/2022	Paid	9/9/2022	7886415 1	MUTUAL OF OMAHA Hogan Preparatory Academy	10 2159 0000 0000 0 00000 000	\$2,032.24	Sept 2022	\$2,032.24
Sept 2022	8/26/2022	8/26/2022	Paid	9/9/2022	7886414 7	DELTA DENTAL OF MO LOCKBOX Group: 0118-3701	10 2162 0000 0000 0 00000 000	\$2,469.00	Dental - Sep 2022	\$2,469.00
19K7-K43T -TMKF	8/27/2022	8/27/2022	Paid	9/9/2022	7886380 3	Amazon Capital Services A14BG9UZREHMF6	11 1151 6412 1935 4 40001 000	\$79.95	bo115328	\$1,262.31
							10 2329 6412 0100 3 00000 000	\$1,182.36	bo115328	

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
20220827-150.00	8/27/2022	8/27/2022	Paid	9/9/2022	78863806	Curtis Whikers Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$150.00		\$150.00
20220827-200.00	8/27/2022	8/27/2022	Paid	9/9/2022	78863799	Amari Rogers Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$200.00	bo115140	\$200.00
20220827-200.00	8/27/2022	8/27/2022	Paid	9/9/2022	78864437	WATSON, WILLIE Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$200.00	bo115140	\$200.00
2200936	8/27/2022	8/27/2022	Paid	9/9/2022	78864149	KC MEDICAL, INC Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$200.00	BO115139	\$200.00
20220829-150.00	8/29/2022	8/29/2022	Paid	9/9/2022	78863805	Roger Wendel Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$150.00	bo115140	\$150.00
20220829-150.00	8/29/2022	8/29/2022	Paid	9/9/2022	78864154	RUSCONI, JIM Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$150.00	BO115140	\$150.00
20220829-150.00	8/29/2022	8/29/2022	Paid	9/9/2022	78864153	OLSON, TIM Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$150.00	BO115140	\$150.00
20220829-150.00	8/29/2022	8/29/2022	Paid	9/9/2022	78863798	Jeremi Barnes Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$150.00	bo115140	\$150.00
20220829-200.00	8/29/2022	8/29/2022	Paid	9/9/2022	78863804	Warren Lloyd Hogan Preparatory Academy	11 1421 6319 1935 3 00000 000	\$200.00	bo115140	\$200.00
280657	8/29/2022	8/29/2022	Paid	9/9/2022	78864441	WIN PRO SOLUTIONS Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$2,547.26	Janitorial Supplies	\$2,547.26
280658	8/29/2022	8/29/2022	Paid	9/9/2022	78864441	WIN PRO SOLUTIONS Hogan Preparatory Academy	12 2542 6411 3945 3 00000 000	\$952.58	Janitorial Supplies	\$952.58
1MHD-QCVJ-CKN6	8/30/2022	8/30/2022	Paid	9/9/2022	78863807	Amazon Capital Services A14BG9UZREHMF6	12 1411 6411 3945 3 00000 240	\$176.25	bo115332	\$176.25
2223-05	8/30/2022	8/30/2022	Paid	9/9/2022	78864439	Jamie Berry Expense Reimbursement	10 2511 6319 0100 3 00000 000	\$5,008.90	Consulting Agreement	\$5,008.90
280805	8/31/2022	8/31/2022	Paid	9/9/2022	78864441	WIN PRO SOLUTIONS Hogan Preparatory Academy	13 2542 6411 6910 3 00000 000	\$43.71	Janitorial Supplies	\$43.71

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
PPS-5338	8/31/2022	8/31/2022	Paid	9/9/2022	7886415 2	OFFICE ESSENTIALS INC 444346	10 2511 6411 6910 3 00000 901	\$346.80	Elementary School	\$910.35
							10 2511 6411 0100 3 00000 000	\$0.00	District Office	
							10 2511 6411 3945 3 00000 901	\$216.75	Middle School	
							10 2511 6411 1935 3 00000 901	\$346.80	High School	
Total:									\$87,638.50	

GL Code Summary		
10 2157 0000 0000 0 00000 000		\$499.32
10 2159 0000 0000 0 00000 000		\$2,032.24
10 2162 0000 0000 0 00000 000		\$2,469.00
10 2164 0000 0000 0 00000 000		\$343.26
10 2321 6411 0100 3 00000 000		\$125.00
10 2322 6319 0100 3 00000 000		\$11,050.17
10 2329 6352 0100 3 00000 000		\$2,674.00
10 2329 6412 0100 3 00000 000		\$1,182.36
10 2331 6316 0100 4 42200 000		\$1,750.00
10 2511 6319 0100 3 00000 000		\$5,008.90
10 2511 6411 0100 3 00000 000		\$0.00
10 2511 6411 1935 3 00000 901		\$346.80
10 2511 6411 3945 3 00000 901		\$216.75
10 2511 6411 6910 3 00000 901		\$346.80
10 2542 6331 0100 3 00000 000		\$197.93
10 2542 6339 0100 3 00000 000		\$300.00
10 2542 6361 0100 3 00000 000		\$520.89
10 2542 6411 0100 3 00000 000		\$450.00
10 2551 6342 0100 3 00000 000		\$3,948.00
11 1151 6412 1935 4 40001 000		\$79.95
11 1421 6319 1935 3 00000 000		\$1,550.00
11 1421 6411 1935 3 00000 000		\$0.00
11 2213 6319 1935 4 40001 000		\$125.00

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
							11 2542 6319 1935 3 0000 000	\$1,230.00		\$1,230.00
							11 2542 6332 1935 3 0000 000	\$7,751.66		\$7,751.66
							11 2542 6411 1935 3 0000 000	\$2,662.26		\$2,662.26
							11 2542 6482 1935 3 0000 000	\$73.67		\$73.67
							11 2546 6319 1935 3 0000 000	\$2,160.00		\$2,160.00
							12 1411 6411 3945 3 0000 240	\$176.25		\$176.25
							12 1421 6319 3945 3 0000 000	\$1,175.00		\$1,175.00
							12 2213 6319 3945 4 40001 000	\$125.00		\$125.00
							12 2213 6411 3945 4 40001 000	\$139.97		\$139.97
							12 2542 6319 3945 3 0000 000	\$1,602.08		\$1,602.08
							12 2542 6332 3945 3 0000 000	\$119.40		\$119.40
							12 2542 6332 6910 3 0000 000	\$602.00		\$602.00
							12 2542 6411 3945 3 0000 000	\$952.58		\$952.58
							12 2542 6482 3945 3 0000 000	\$97.97		\$97.97
							12 2546 6319 3945 3 0000 000	\$1,200.00		\$1,200.00
							13 1411 6411 6910 3 0000 000	\$64.95		\$64.95
							13 2213 6319 6910 4 40001 000	\$125.00		\$125.00
							13 2542 6319 6910 3 0000 000	\$1,386.00		\$1,386.00
							13 2542 6332 6910 3 0000 000	\$187.36		\$187.36
							13 2542 6336 6910 3 0000 000	\$450.00		\$450.00
							13 2542 6411 6910 3 0000 000	\$43.71		\$43.71
							13 2542 6482 6910 3 0000 000	\$147.27		\$147.27
							13 2546 6319 6910 3 0000 000	\$1,200.00		\$1,200.00
							40 4051 6521 1935 3 0000 000	\$28,750.00		\$28,750.00
										\$87,638.50

Hogan Preparatory Academy
09/20/2022 9:01 PM

Check Register by Type

Posted; Journal Code CD; Processing Month 08/2022

Page: 1
User ID: NULLT

Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
12520471	08/20/2022	X			KCWATERSER	KANSAS CITY WATER SERVICES	3,646.00
12520472	08/20/2022	X			GOOGLE	GOOGLE	580.00
12520473	08/28/2022	X			BAMBOOHRLL	BAMBOO HR LLC	653.36
12520474	08/28/2022	X			BCBS	BLUE CROSS BLUE SHIELD OF KANSAS CITY	48,390.30
12520483	08/02/2022	X			BLOOMERANG	BLOOMERANG LLC	2,101.90
Checking Account ID: 1					Void Total:	0.00	Total without Voids:
Check Type Total: Automatic Payment					Void Total:	0.00	Total without Voids:
							55,371.56
							55,371.56

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
29202	08/04/2022	X			CITYTREAS2	CITY TREASURER	100.00
29203	08/04/2022				CITYTREAS2	CITY TREASURER	354.00
29204	08/04/2022	X			STUDIO3	STUDIO 3	16,040.00
78675228	08/01/2022	X			UNIFIRSTCO	UNIFIRST CORPORATION	73.23
78675229	08/01/2022	X			UNIFIRSTCO	UNIFIRST CORPORATION	83.15
78682348	08/04/2022	X			KCWATERSER	KANSAS CITY WATER SERVICES	1,110.75
78682349	08/04/2022	X			ENVISIONTE	ENVISION TECHNOLOGY GROUP, LLC	290.00
78682350	08/04/2022	X			ALLNATIONS	ALL NATIONS FLAG COMPANY	736.00
78682351	08/04/2022	X			MIDWESTSHR	MIDWEST SHREDDING SERVICE LLC	40.00
78682352	08/04/2022	X			MIDWESTSHR	MIDWEST SHREDDING SERVICE LLC	40.00
78682353	08/04/2022	X			SPIRE	SPIRE	149.82
78682354	08/04/2022	X			JOSEFIESTA	JOSE CABRERA	180.00
78682355	08/04/2022	X			CCWALDOPIZ	CC - WALDO PIZZA	534.47
78682356	08/04/2022	X			ALLSTAR	ALL STAR AWARDS & AD SPECIALTIES	58.50
78682542	08/04/2022	X			LLOYDSABC	ALL BEVERAGE CONTROL, INC.	115.00
78682543	08/04/2022	X			MUTUALOFOM	MUTUAL OF OMAHA	2,032.24
78682544	08/04/2022	X			GUARDIAN	GUARDIAN	270.80
78682721	08/04/2022	X			TICOPROD	TICO PRODUCTIONS LLC	3,554.00
78685111	08/05/2022	X			IMAGINELEA	IMAGINE LEARNING LLC	19,800.00
78685112	08/05/2022	X			EDUTECH	EDUCATION TECH PARTNERS, INC	10,800.00
78685113	08/05/2022	X			SYMMETRY	SYMMETRY ENERGY SOLUTIONS, LLC (EIN 72-1309319)	6,384.01
78696455	08/10/2022	X			STAPLESADV	STAPLES ADVANTAGE	291.61
78696456	08/10/2022	X			DEFFEN	WASTE MANAGEMENT	693.83
78696457	08/10/2022	X			DEFFEN	WASTE MANAGEMENT	615.44
78696458	08/10/2022	X			DEFFEN	WASTE MANAGEMENT	706.57
78700240	08/11/2022	X			KCPL	KANSAS CITY POWER & LIGHT	1,084.26
78700241	08/11/2022	X			THOMASJAN	Jan Thomas	100.73
78700242	08/11/2022	X			AMAZON	AMAZON/SYNCHRONY BANK	13.65
78700243	08/11/2022	X			SPIRE	SPIRE	25.00
78700244	08/11/2022	X			TELELANGUA	TELELANGUAGE, INC	47.17
78700245	08/11/2022	X			N2YLLC	n2y, LLC	2,561.84
78700246	08/11/2022	X			NWEA	NWEA	410.40
78700247	08/11/2022	X			THOMASJAN	Jan Thomas	60.00
78700248	08/11/2022	X			ATT	AT&T	561.34
78700249	08/11/2022	X			LIONSCLUBS	LIONS CLUBS INTERNATIONAL FOUNDATION	8,195.00
78700250	08/11/2022	X			SHIINTERNA	SHI INTERNATIONAL CORP	156,712.05
78700251	08/11/2022	X			AMAZON	AMAZON/SYNCHRONY BANK	1,395.00
78700252	08/11/2022	X			ICEMASTERS	ICE MASTERS	107.91
78700448	08/11/2022	X			HOMEDEPOTC	HOME DEPOT CREDIT SERVICES	709.57
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78700450	08/11/2022	X			KCPRIINTSHO	PEDRO CHUCOY	411.99
78700451	08/11/2022	X			SOLAROCEAN	SOLAR OCEAN 2, LLC	450.46
78700688	08/11/2022	X			SCHOOLWORK	SCHOOLWORKS, LLC	262.50
78700689	08/11/2022	X			FIRSTSTUDE	FIRST STUDENT INC.	472.16
78700690	08/11/2022	X			PAYPOOL	PAYPOOL LLC	504.25
78700691	08/11/2022	X			WINPROSOLU	WIN PRO SOLUTIONS	1,066.48
78700692	08/11/2022	X			EDOPS	ED OPS	15,583.33
78700693	08/11/2022	X			JAMESWTIPP	JAMES W. TIPPIN & ASSOCIATES	4,700.00

Hogan Preparatory Academy
09/20/2022 9:01 PM

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Posted; Journal Code CD; Processing Month 08/2022

Page: 2
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Payee Type:	Vendor	Check Type:	Check	Checking Account ID:	1		
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78784122	08/18/2022	X			STAPLESADV	STAPLES ADVANTAGE	37.99
78786108	08/18/2022	X			NAVIGATE	NAVIGATE 360, LLC	1,500.00
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78786110	08/18/2022	X			AMAZON	AMAZON/SYNCHRONY BANK	148.85
78786761	08/18/2022	X			SUMNERONE	SUMNERONE, INC.	1,239.63
78786762	08/18/2022	X			ENCORE	ENCORE INSTITUTE FOR SOCIAL IMPACT	4,919.50
78802550	08/19/2022	X			HIGENES	Hi-Gene's Janitorial Services	24,691.47
78828724	08/25/2022	X			SOSPEST	SOS PEST CONTROL	100.00
78828725	08/25/2022	X			SOSPEST	SOS PEST CONTROL	100.00
78828726	08/25/2022	X			MIDWESTSHR	MIDWEST SHREDDING SERVICE LLC	45.00
78828727	08/25/2022	X			MARTINMECH	MARTIN MECHANICAL,INC	245.15
78828728	08/25/2022	X			KCPL	KANSAS CITY POWER & LIGHT	166.30
78828729	08/25/2022	X			KCPL	KANSAS CITY POWER & LIGHT	4,503.19
78828730	08/25/2022	X			KCPL	KANSAS CITY POWER & LIGHT	1,729.40
78828731	08/25/2022	X			KCPL	KANSAS CITY POWER & LIGHT	3,574.66
78828732	08/25/2022	X			KCWATERSER	KANSAS CITY WATER SERVICES	406.38
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78828735	08/25/2022	X			KCWATERSER	KANSAS CITY WATER SERVICES	215.01
78828736	08/25/2022	X			HARTFORD1	THE HARTFORD	14,777.96
78828737	08/25/2022	X			AMAZON	AMAZON/SYNCHRONY BANK	237.83
78829003	08/25/2022	X			ERATEPROGR	ERATE PROGRAM .COM	800.00
78829004	08/25/2022	X			LIDDLE	LIDDLES SPORT SHOP	927.74
78829243	08/25/2022	X			KELLYSERV	KELLY SERVICES, INC	256.87
78829244	08/25/2022	X			TIMSTERS	KIM BOYKIN	715.50
78829245	08/25/2022	X			ELITEPROTE	BRANDON FARROW	810.00
78829246	08/25/2022	X			OMNIEMPLOY	OMNI EMPLOYMENT MANAGEMENT SEVICES, LLC	1,387.50
78829247	08/25/2022	X			BERRYJAM	JAMIE BERRY	2,100.00
78829248	08/25/2022	X			SCHOOLSMAR	SSKC EDUCATIONAL SUPPORT INC	16,666.67
78829249	08/25/2022	X			WINPROSOLU	WIN PRO SOLUTIONS	2,831.11
78851186	09/01/2022	X			SOSPEST	SOS PEST CONTROL	100.00
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78851188	09/01/2022	X			MCREALTY	MC REALTY GROUP, LLC	6,461.80
78851189	09/01/2022	X			KCMETROCON	KC METRO CONFERENCE	1,175.00
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78851191	09/01/2022	X			AMAZON	AMAZON/SYNCHRONY BANK	64.95
78851192	09/01/2022	X			SHOWMEKCSC	SHOW ME KC SCHOOLS	125.00
78851193	09/01/2022	X			SPIRE	SPIRE	73.67
78851194	09/01/2022	X			SPIRE	SPIRE	147.27
78851339	09/01/2022	X			UMKC1	University of Missouri Kansas City	375.00
78851340	09/01/2022	X			LEXINGTONP	LEXINGTON PLUMBING AND HEATING COMPANY	140.00
78851436	09/01/2022	X			DELTAVISIO	DELTA VISION	580.40
78851437	09/01/2022	X			LASCPHI	PHILLIP LASCUOLA	450.00
78851438	09/01/2022	X			SPIRE	SPIRE	97.97
78851439	09/01/2022	X			CITYTREASU	CITY TREASURER	450.00
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78851678	09/01/2022	X			FIRSTSTUDE	FIRST STUDENT INC.	3,948.00
78853653	09/02/2022	X			K12ITC	K12ITC, INC.	28,750.00
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Coversheet

Academic Committee Report

Section: IV. Academic Committee
Item: A. Academic Committee Report
Purpose: Vote
Submitted by:
Related Material: 50. September 19th Academic Committee Meeting Minutes.pdf



Hogan Preparatory Academy Academic Committee Meeting

Date and Time

Monday, September 19th, 2022 at 1:00 PM

Location

6409 Agnes Ave.
Kansas City, MO 64114

Virtual Information

Academic Committee Meeting
Monday, July 18 · 1:00 – 2:00pm
Google Meet joining info
Video call link: <https://meet.google.com/brd-xnbx-meg>
Or dial: (US) +1 470-210-1323 PIN: 274 908 982#

The *HPA Academic Committee* will track the progress of the monthly Evaluate interim assessment data tied to HPA's academic goals. These metrics will be tracked and reported at each monthly Board meeting. These metrics will track students at each grade level as well as sub-groups of students in SPED and ELL. Outcomes from other schools in the HPA area will be included on an annual basis.

Date and Time: Monday, September 19 at 1:00 PM

Committee Members Present

Director Viveros

Dr. Strickland

Jazmin Salach

Edwin Wright

Committee Members Absent

Director Binion

Guests Present

None

I. Opening Items

A. Record Attendance

Edwin Wright



B. Call the Meeting to Order

Dr. Mary Viveros

- Dr. Viveros called the meeting to order on Monday, September 19th at 1:03

C. Approve minutes

Dr. Mary Viveros

- [August 15th Minutes](#)
- Dr. Viveros approved the minutes.

II. Academic Excellence

We had a small conversation on the staffing challenges so far this year. We are continuing to find ways to ensure access to high quality instruction for each student.

A. Data Analysis

- **Beginning of Year Data**
- **Summary of August Evaluate**

Below Basic %	2022-2023 SY Goal	August
ELA 10 Below Basic %	9.9% (Less than 10 Students)	64% (64 students)
ELA 7-8 Below Basic %	29.3% (Less than 40 Students)	80% (114 students)
ELA 3-6 Below Basic %	25.8% (Less than 55 Students)	60% (101 students)
ALG 1 Below Basic %	30% (Less than 30 Students)	97% (97 students)
MATH 7-8 Below Basic %	60% (Less than 85 Students)	76% (117 students)
MATH 3-6 Below Basic %	36.3% (Less than 80 Students)	95% (126 students)
MPI Score	2022-2023 SY Goal	August
ELA 10 MPI	310.0	173
ELA 7-8 MPI	264.3	141.95
ELA 3-6 MP	283.1	183.93
ALG 1 MPI	281.9	106
MATH 6-8 MPI	193.5	148.7
MATH 3-6 MPI	259.0	109.09



Beginning of the year data was presented. This is the first year that the Evaluate test was taken in August. It always was highlighted that the MPI score given from our data source will be a range moving forward.

B. Principal's Dashboard Overview

○

Projected Graduation Rate	
# of students with a plan to graduate on time	85.40%
Seniors On Track	
# of students currently enrolled and passing all credits for graduation	100.00%
Seniors On Track for MVA's	
# of students currently enrolled and attaining an MVA	30.00%
Freshman on Track	
A student is off track if they are failing 2 or more classes OR Failing both Math or ELA	95.00%
3rd Grade on Track	
At or above grade level measured by Star Reading	100.00%

UPPER CAMPUS	
STAR: SGP	
Reading	<u>GOAL</u>
Moderate: 50 SGP	100.0%
Moderately Ambitious: 65 SGP	25%
Ambitious: 75 SGP	5.0%
Mean SGP	
Math	<u>GOAL</u>
Moderate: 50 SGP	100.0%



Moderately Ambitious: 65 SGP	25%
Ambitious: 75 SGP	5.0%
Mean SGP	
LOWER CAMPUS	
STAR: SGP	
Reading	<u>GOAL</u>
Moderate: 50 SGP	100.0%
Moderately Ambitious: 65 SGP	35%
Ambitious: 75 SGP	10.0%
Mean SGP	
Math	<u>GOAL</u>
Moderate: 50 SGP	100.0%
Moderately Ambitious: 65 SGP	35%
Ambitious: 75 SGP	10.0%
Mean SGP	

Restorative Practices	
Upper Campus	
Total # of Suspensions	Decrease by 5%
Total # of Suspension Days	
Total # of Referrals	Decrease by 10%
Lower Campus	
Total # of Suspensions	Decrease by 5%
Total # of Suspension Days	
Total # of Referrals	Decrease by 10%

- Each of the data points above will be presented on the Principal's dashboard monthly. The tables above were presented as an



example of what the committee will be able to see monthly from the Principal's data meeting.

C. Policy Review

- [Board Checklist](#) - This is the crosswalk between MCPSA policies and HPA policies
- [MCPSA Model Policy Manual](#)
- Academic Committee Policies to review
 - What is missing from our current policies that we would still need represented in the MCPSA policies?
 - [Students](#)
 - [Instructional Services](#)
 - [COVID-19 & Distance Learning](#)
- This was a first read for the committee on the policies that the board will potentially adopt. We will bring back to the next Academic any recommendation to take to the board.

III. Other Business

- A. Next Academic Committee Meeting: **Monday, October 17th** at 1:00 PM
- B. Open Discussion: Anything else that needs to be considered or completed prior to the next Board meeting on September 16th, 2022.

IV. Closing Items

- A. Adjourn the Meeting Dr. Mary Viveros
Dr. Viveros adjourned the meeting at 1:32 PM

Coversheet

Governance Committee Report

Section: V. Governance and Board Development Committee
Item: A. Governance Committee Report
Purpose: Vote
Submitted by:
Related Material: Governance Committee.pdf



Hogan Preparatory Academy Governance Committee Meeting

Date and Time

Friday, September 23rd, 2022 at 2:00 PM

Location

1331 E. Meyer Blvd.
Kansas City, MO 64131

Virtual Information: Please use Google Meet

Board Governance and Development Committee Meeting

Friday, September 23 · 2:00 – 2:45pm

Google Meet joining info

Video call link: <https://meet.google.com/sny-ogjv-sys>

Or dial: (US) +1 567-331-1190 PIN: 875 745 655#

Committee Members Present: Mary Viveros (remote), Matt Sampson (remote), Jayson Strickland (remote), and Tamara Burns (remote)

Committee Members Absent: Robin Carlson and Albert Ray

Guest Present: None

Summary of Governance Committee Minutes

Below are some highlights from the September 23rd Governance Committee Report followed by the actual minutes from the meeting.

- [Board Data Dashboard](#): **Governance August**
 - Engagement (Attendance): 100%
 - Board-Self Assessment: Completed
 - 22-23 Budget Approved: Completed
 - Budget Contingency Revision Approved: Completed
 - 22-23 Board Dashboard: Completed



Forecast: Board Development Calendar due in September (the work from Kent will be very helpful to meet this indicator)

	August	September	October	November	December	January	February	March
Membership								
Succession Plan								
Engagement (Attendance)	100%							
Board Self-Assessment	Completed							
Board Development Calendar								
22-23 Budget Approved	Completed							
Budget Contingency Revision Approved	Completed							
22-23 Board Dashboard	Completed							
Midyear Superintendent Evaluation								
End of Year Superintendent Evaluation								

● **Board Self-Assessment Results and Board Training Calendar**

- **Recap from our previous meeting:**
 - The board will need to analyze the 2022-2023 board assessment results to identify trends and possible gaps to determine if additional training is necessary to ensure the duties, responsibilities, and appropriate processes are in place. This helps ensure the board is giving due diligence to planning and oversight. At the August Governance committee meeting, Kent Peterson was in attendance to help the committee think through this process.
- **Feedback from Kent Peterson:**
 - Recommendations were made based on the most recent board self assessment, compared it to the previous one, and then worked through the notes from the Board discussion.
 - A draft work plan was created based on what seem to be important areas for the Board. This includes timeframes that can adjust as necessary. (Board Training Calendar)
 - There are focused discussions at the committee and board levels. Kent is happy to plan and moderate any/all of those if you like. In addition to this medium-term plan for board capacity, Kent is also open to moderating/supporting a board-level discussion about acceleration and urgency for change. Students are in some really perilous times and boards have a duty to be thoughtful and responsive. **The Governance**



Committee recommends that we have Kent help to plan and facilitate these conversations.

■ [Draft Work plan for Committee's Consideration](#)

- The onboarding of our new board member is in progress. Plans to ensure he has completed the necessary tasks and training were discussed during the meeting.
- The Governance Committee is in the process of completing the first read of the MCPSA Model Policies compared to Hogan Prep's current policies. [The required Board Policy checklist](#) will help to guide the first read to see if there are any current policies we will need to keep.

September 23rd, 2022 Governance Committee Minutes

I. Opening Items

- A. Record Attendance Tamara Burns
- B. Call the Meeting to Order Matt Sampson
 - The meeting was called to order by Matt Sampson at 2:04 PM.
- C. Approve minutes Matt Sampson
 - [September 20th minutes](#) were approved.

II. Focus of the Governance Committee

- A. [Agenda for the September 26th](#) meeting to review
 - Amendments or Revisions
 - Was there supposed to be a discussion about Board Elections
- B. Board Self-Assessment Results and Board Training Calendar
 - **Recap from our previous meeting:** The board will need to analyze the 2022-2023 board assessment results to identify trends and possible gaps to determine if additional training is necessary to ensure the duties, responsibilities, and appropriate processes are in place. This helps ensure the board is giving due diligence to planning and oversight.



- Kent suggested completing a pre/post comparison to the [2020 board assessment](#) to the [2022-2023 assessment](#). Below are both results for future consideration. The goal is to develop a 2022-2023 training schedule.

- **Feedback from Kent:**

I have worked through the most recent board self assessment, compared it to the previous one, and then worked through the notes from the Board discussion.

I've attached a draft work plan based on what seem to be important areas for the Board. I've included timeframes that we can adjust as necessary.

There are focused discussions at the committee and board levels. I am happy to plan and moderate any/all of those if you like.

In addition to this medium-term plan for board capacity, I'm also open to moderating/supporting a board-level discussion about acceleration and urgency for change. Students are in some really perilous times and boards have a duty to be thoughtful and responsive. If carving out some time for that discussion is of interest, I'm happy to help!

[Draft Work plan for Committee's Consideration](#)

C. [Board Data Dashboard](#) and [Board Key Action Calendar](#)

- **Governance August:**
 - i. Engagement (Attendance): 100%
 - ii. Board-Self Assessment: Completed
 - iii. 22-23 Budget Approved: Completed
 - iv. Budget Contingency Revision Approved: Completed
 - v. 22-23 Board Dashboard: Completed

Forecast: Board Development Calendar due in September (the work from Kent will be very helpful to meet this indicator)

D. On-boarding Discussion of New Board Candidate, John Welchen



E. Policy Work: First Read

- [Association’s Policies](#) to Reference during September Committee Meetings
 - i. Question Posed: If we went to the Associations Policies... what would we be missing?
 - ii. [Required Board Policy Checklist](#)- Key to see what we have compared to the Association.
 - 1. Is there anything remaining in our policies that we need to still keep?

Hogan Policies to Review-

Academic	Finance	Governance
<ul style="list-style-type: none"> ● <u>Students</u> ● <u>Instructional Services</u> ● <u>COVID-19 & Distance Learning</u> 	<ul style="list-style-type: none"> ● <u>Financial Operations</u> ● <u>Personnel Services</u> 	<ul style="list-style-type: none"> ● Organization, Philosophy & Goals ● <u>General Administration</u> ● <u>Support Services</u>

II. Other Business

- Next Governance Committee Meeting: **Friday, October 21st** at 2:00 PM
- Open Discussion: Anything else that needs to be considered or completed prior to the next Board meeting.
 - September 26th, 2022

III. Closing Items

A. Adjourn Meeting Vote Tamara Burns

Coversheet

SSKC McKinney Vento

Section: VII. New Business
Item: A. SSKC McKinney Vento
Purpose: FYI
Submitted by:
Related Material: SMKC Presentation.pdf
McKinneyVentoCooperative SSKC MOU22-23 final.docx



SCHOOLSMART
KANSAS CITY

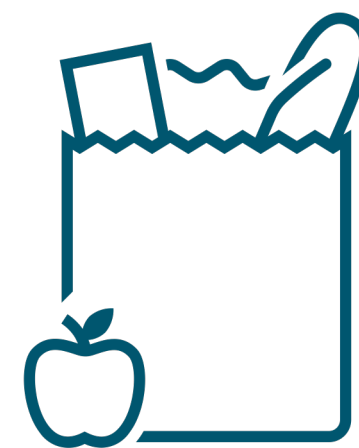
McKinney-Vento School Cooperative Introduction September 2022

SYSTEM OF CARE

A BIGGER PICTURE

Coordination between schools and service providers leads to impactful supports for students and families

Current Focus Areas:



HOUSING

SUMMARY OF RESULTS FROM MAY 12 SCHOOL DESIGN WORKSHOP



Top Priority:

Case management services towards stable housing

Service specifications:

- Service provided by external agency, but with strong connectivity to schools
- Strong support in navigating the myriad requirements, paperwork, and services that are oftentimes fragmented and disconnected
- Duration of multiple years until family is stabilized

Other priorities:

- Financial assistance for rent, mortgage, utilities
- Emergency financial support
- Mental health services
- Financial counseling
- Employment support
- Transportation
- Advocacy

HOUSING

CASE MANAGEMENT SERVICES



The good news:

There are multiple local housing case management providers with proven success in helping families secure stable housing.

The challenges:

All providers have capacity limitations and will need financial support to be able to serve more families.

We don't have a way to monitor demand and supply; there is no coordinated process of family referrals from KCPSS district and charter schools.

HOUSING

FOCUS AREA INITIATIVE



Collective Outcome: Increase housing stability for KCPSS families

Strategy: Robust family referral partnership between schools and housing case management

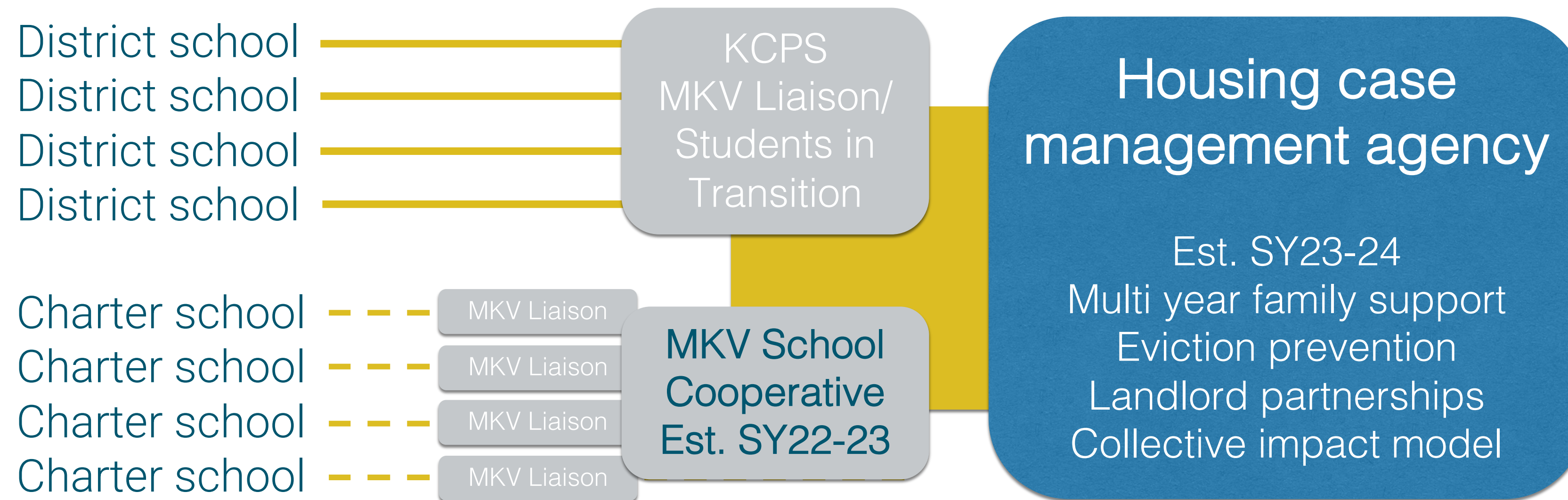
- *Phase 1 (SY22-23):* Establish McKinney-Vento School Cooperative
- *Phase 2 (SY23-24):* Partner with a housing case management agency

SSKC Role:

- Convene cooperative
- Provide resources based on cooperative guidance
- Evaluate impact; guide evolution

HOUSING

STRUCTURAL GOAL BY SY23-24



MCKINNEY-VENTO COOPERATIVE

OBJECTIVES FOR SY22-23



Objective 1: Ensure strong school level practices of student/family identification, MKV compliance, and student/family support.

Objective 2: Increase access to quality services and resources for students and families experiencing housing instability.

Objective 3: Establish the framework for a referral partnership with a housing case management agency that could begin by or before the start of SY23-24.

MCKINNEY-VENTO COOPERATIVE



DETAILS AND TIMELINE

The “Cooperative” ...

- Brings benefit to individual members while staying focused on the collective impact
- Allows all members to have representation in decision-making

School questions & feedback window Sept. 12–16
(via phone call/Zoom/email with Angela DeWilde, 816-308-0345
angelacdewilde@gmail.com)

All LEAs receive invitation via email to join Cooperative
by Mon, Sept. 19

MOU signed by superintendent by Friday, Sept. 30

McKinney-Vento Liaisons: Hold the 1st meeting:
In person @SSKC, 8:30-11:30am on Thursday, Oct. 20, 2022
(Future meetings determined based on availability of members- a total of 8-12 hours of meetings likely for SY22-23)

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

McKinneyVentoCooperative SSKC MOU22-23 final.docx

Coversheet

HPA Safety Plan

Section:	VII. New Business
Item:	B. HPA Safety Plan
Purpose:	Vote
Submitted by:	
Related Material:	27. Safety Report (1).pdf Safety Plan 2022-2023.pdf



ITEM: Safety Report

Purpose: Vote

Submitted by: Tamara Burns

Related Material: None

BACKGROUND: School systems are required to develop a system-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

RECOMMENDATION: Vote to approve Safety Plan

HPA Safety Plan & Report

Hogan Preparatory Academy is committed to provide a safe learning environment that supports academic achievement. School safety is a community issue that requires collaboration between the schools, emergency response agencies, parents and the community. Our system safety plan consists of three components, Prevention, Response and Recovery. Each component is vital to the effectiveness of the overall plan.

Prevention: Prevention programs are the first component in a school safety plan. The purpose of these programs is to create a safe school environment that supports academic achievement. These programs address a variety of situations because our primary goal is to prevent emergencies.

Response: Some emergencies or disasters cannot be prevented. In those cases the second component, emergency response and emergency operations plans are necessary to ensure an effective response. By having an emergency response plan in place, schools will minimize the impact of an emergency or disaster. It is important for all involved response entities to coordinate and plan their activities in advance. This will minimize confusion and enhance the response.

Recovery: We must be prepared to assist students and staff in their emotional recovery from an emergency or disaster. To do this a Critical Incident Stress Management response plan is necessary to care for affected students and staff. Facilities recovery is another important



consideration. It is important to have plans in place to get classes back in operation as soon as possible after the response is concluded.

At Hogan Prep, there is a safety team that collaborates with local law enforcement, fire, and emergency management agencies. Our staff, students and parents must be trained how to use the plan. Exercises and drills are then conducted to test the plan's effectiveness. In addition, the safety plan has been reviewed by the Community Officer with the Kansas City Police Department and our school leadership team. Using the feedback, revisions were made to the current safety plan. The Community Officer also did a safety walkthrough audit of our new high school building and provided our team with feedback on improvements to ensure the safety of students and staff in the building.



Hogan Preparatory Academy Safety Plan 2022-2023

Hogan Preparatory Academy is committed to provide a safe learning environment that supports academic achievement. School safety is a community issue that requires collaboration between the schools, emergency response agencies, parents and the community. A school safety plan takes a comprehensive approach. The plan should address prevention, response and recovery for any emergency.

“Schools that have comprehensive violence prevention and response plans in place, plus teams to design and implement those plans, report the following:

- Improved academics
- Better staff morale
- Reduced disciplinary referrals and suspensions
- More efficient use of human and financial resources
- Improved school climate that is more conducive to learning
- Enhanced safety”

(Excerpt from US Department of Education publication, Safeguarding Our Children: an Action Plan.)

At Hogan Prep, there is a safety team that collaborates with local law enforcement, fire, and emergency management agencies. Our staff, students and parents must be trained how to use the plan. Exercises and drills are then conducted to test the plan's effectiveness. Our system safety plan consists of three components, Prevention, Response and Recovery. Each component is vital to the effectiveness of the overall plan.

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Recovery: We must be prepared to assist students and staff in their emotional recovery from an emergency or disaster. To do this a Critical Incident Stress Management response plan is necessary to care for affected students and staff. Facilities recovery is another important consideration. It is important to have plans in place to get classes back in operation as soon as possible after the response is concluded.

Prevention

The prevention-mitigation phase of the Hogan Preparatory Safety Plan is designed to assess and address the safety, security and integrity of school buildings, learning environments and students and staff. “Prevention” is any step that schools can take to decrease the likelihood that an incident will occur. Examples of prevention activities include: Conducting comprehensive, strength-based vulnerability assessments – of school buildings and grounds, school cultures and climates, staff skills, and community resources – to help crisis response teams identify, analyze and profile hazards and develop appropriate policies and procedures; Establishing communication procedures for staff, parents, students and the media; and Enforcing policies related to food preparation, mail handling, building access and student accountability. “Mitigation” is any sustained activity that schools take to reduce the loss of life and damage related to events that cannot be prevented. These activities may occur before, during, or after an incident.

Numerous prevention and mitigation measures will be identified and implemented by the school system related to school safety, school security, threat assessment, suicide prevention/intervention, bus safety, and general procedures for medical treatment of students.

Response

We cannot overstate the importance of safety protocols and strong leadership in place to respond in a crisis situation. Leadership ensures that emergency preparedness will be a priority and that adequate resources will be allocated to create and implement district and school-based plans.

Levels of Emergencies

We must understand and be prepared for a range of emergencies (from school based incidents such as a student’s allergic reaction, to community-wide disasters such as a severe storm or terrorist attack). The information below illustrates three levels of emergencies, and the following page describes in

greater detail the possible impacts of community-level disasters on individual schools.

Level I–School Emergency

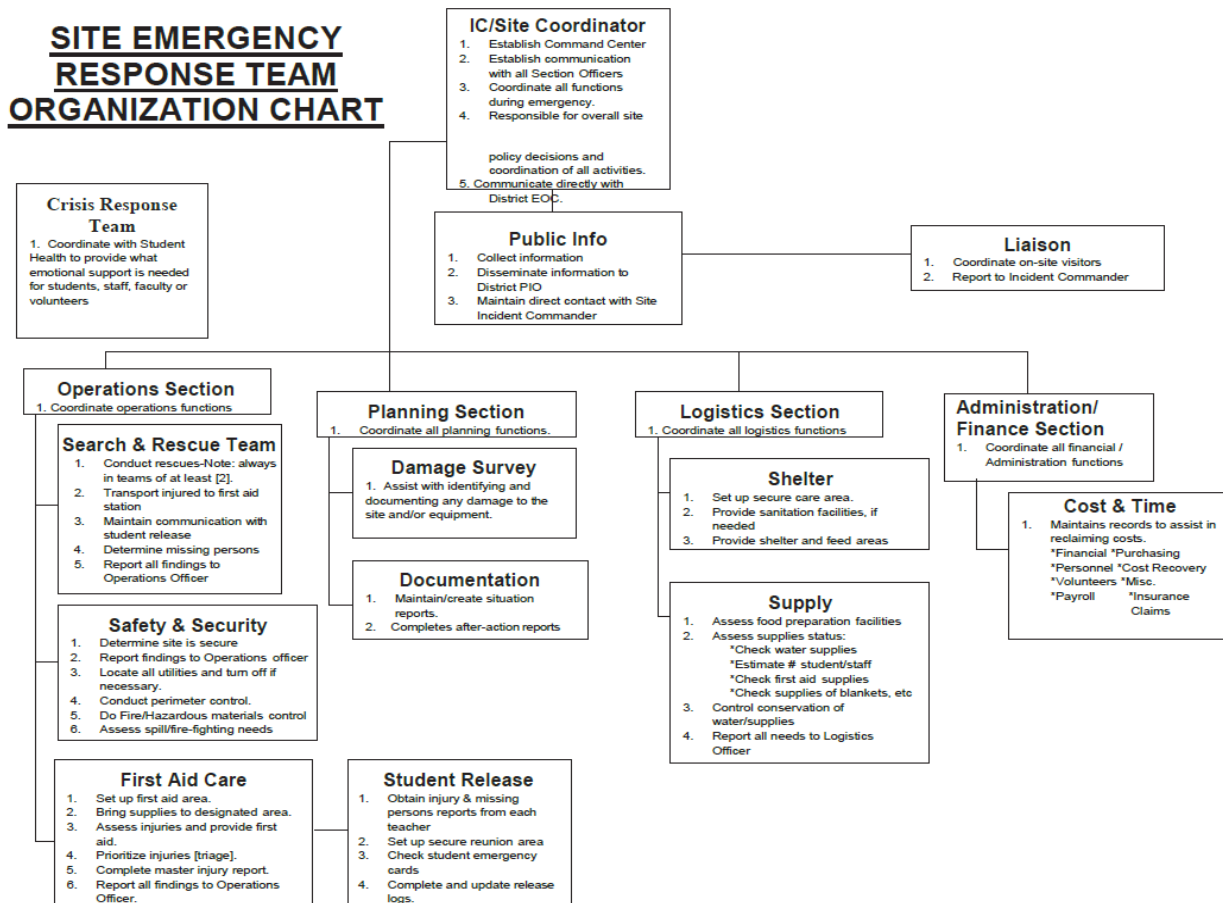
A Level I emergency is a site-based event affecting only that location.

Level II–System Emergency

A Level II emergency is a local event having an impact on more than one site or having a large-scale community impact, such as a major fire, civil disturbance, hostage situation, or widespread power outage. Also, a Level II emergency may be an event that only affects one location, but the magnitude of the emergency requires additional support.

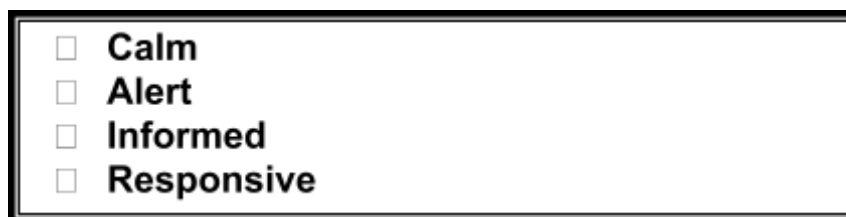
Level III–District Emergency

A Level III emergency is a community or region-wide event affecting multiple sites such as an earthquake, chemical/biological-related incidents, terrorism, or any incident having a collateral impact on the metropolitan area or region. An example of this event would be a mass evacuation from the Kansas City area.



More information about the emergency response team and responsibilities can be found in the Response Section of this document. Below is an outline of the Standard Response Protocol (SRP) and specific actions school leaders and staff are to take in an emergency situation.

In an emergency situation, teachers set the example for students. In all emergency situations remain CALM!



In this way, the school staff can do its part to prevent an emergency from developing into a disaster. Safety of students and staff is a priority for Hogan Preparatory Academy. Below are the initial response guidelines. A copy of these guidelines should be posted next to the exit door of every instructional area (including the auditorium, the cafeteria, the gym, and the library), along with the floor plan of the building marked with primary routes for evacuations and storm/tornado sheltering.



There may be situations that require students to remain in their classrooms. For example:

- An altercation in a hallway
- A medical issue that needs attention
- Unfinished maintenance operation in a common area during class changes

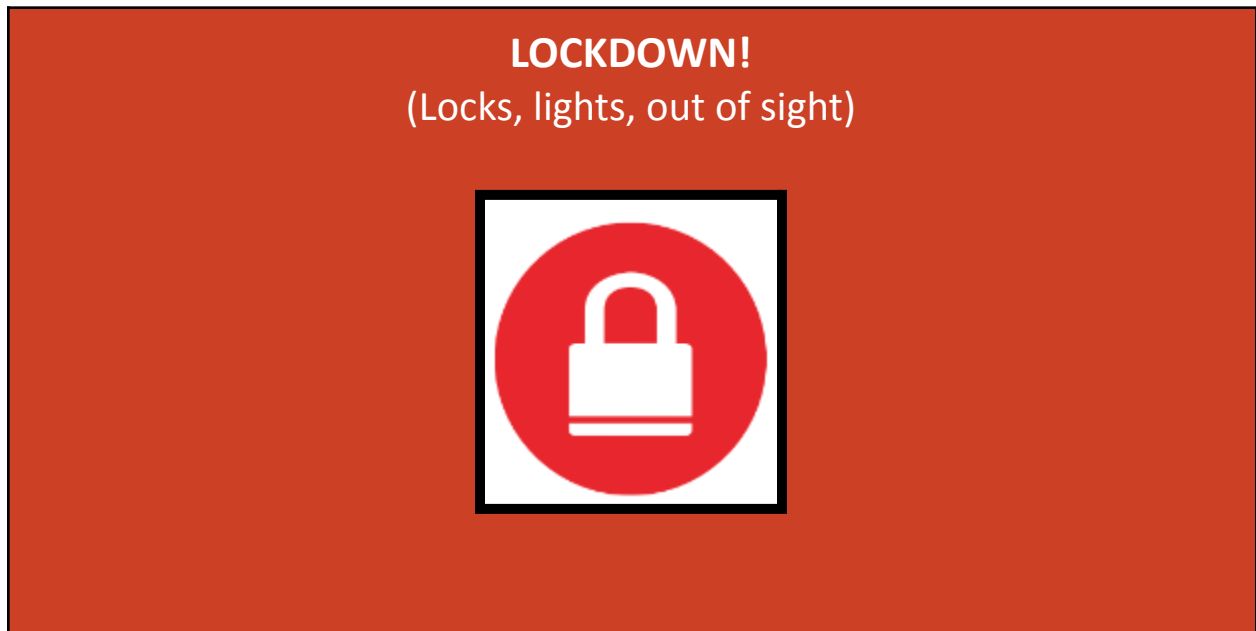
1. Students are trained to:

- Clear the hallways and remain in their area or room until the “All Clear” is announced
 - Do business as usual
2. Adults and staff are trained to:
- Close and lock the door
 - Account for students and adults
 - Do business as usual



The Secure Protocol is called when there is a threat or hazard outside of the school building. Whether it's due to violence or criminal activity in the immediate neighborhood, or a dangerous animal on the playground, Secure uses the security of the physical facility to act as protection.

1. Students are trained to:
- Return to inside of building
 - Do business as usual
2. Adults and staff are trained to:
- Bring everyone indoors
 - Lock the outside doors
 - Increase situational awareness
 - Account for students and adults
 - Do business as usual




Lockdown is called when there is a threat or hazard inside the school building. From parental custody disputes to intruders to an active shooter, Lockdown uses classroom security to protect students and staff from threat.

1. Students are trained to:
 - Move away from sight
 - Maintain silence
 - Do not open the door

2. Adults and staff are trained to:
 - Recover students from hallway if possible
 - Lock the classroom door
 - Turn out the lights
 - Move away from sight
 - Maintain silence
 - Do not open the door
 - Prepare to evade or defend

EVACUATE!
(A Location May Also Be Given)



Evacuate is called when there is a need to move people from one location to another. Most often, evacuations will be necessary when there's a heating/ventilation system failure, gas leak, or bomb threat in the area. In those cases, people will be allowed to bring their personal items with them. An evacuation drill is very similar to a fire drill.

1. Students are trained to:
 - Leave stuff behind if required to
 - If possible, bring their phone
 - Follow instructions

2. Adults and staff are trained to:
 - Bring roll sheet
 - Lead students to Evacuation location
 - Account for students and adults
 - Report injuries

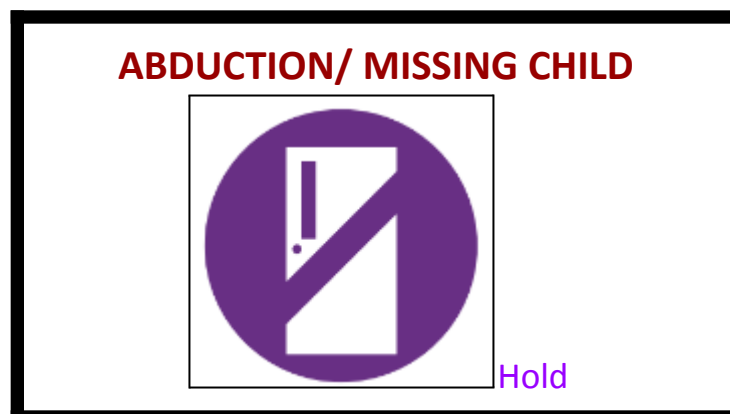
SHELTER!
(State the Hazard and Safety Strategy)



Shelter is called when protective actions are needed based on a threat or hazard. Training should include response to threats such as tornado, earthquake, hazardous material situations or other local threats.

1. Safety Strategies might include:
 - Evacuate to shelter area
 - Seal the room
 - Drop, cover and hold
 - Get to high ground
2. Students are trained in:
 - Appropriate Hazards and Safety Strategies
3. Adults and staff are trained in:
 - Appropriate Hazards and Safety Strategies
 - Accounting for students and adults
 - Report injuries or problems using Red Card/Green Card method

Emergency Situation and the Standard Response Protocol



1. Any report of a lost child must be acted on promptly. Remain calm and quickly, but thoroughly, search the immediate area.
2. Notify the office.
3. Collect the following information:
 - The time the child was last seen—when, with whom, by whom. Provide descriptions of individuals and vehicles.
 - The child’s description—age, height, weight, clothing, etc.
 - Names of playmates.
 - How the child normally gets to school.
 - Any other information that might be helpful.
4. The school office will take care of notifying the parents or guardians and calling 911.



1. When a threat is made, report it and record it:
 - If you find a written threat (note, computer screen, etc.), do not touch it. Protect the evidence. Notify the building leader immediately. Complete the Bomb Threat Record Form.
 - If you are the recipient of a threatening call:
 - Keep the caller on line as long as possible and do not hang up. If a student answers the telephone, have an adult take the call if possible.
 - Using the Bomb Threat Record Form, record the time the conversation began and the caller ID number.
 - Have someone alert the principal’s office.
 - Write down everything the caller says.
 - Make an educated guess as to caller’s sex, age, race, accent.
 - Listen for and make a record of background noises.
 - Record the time the call ends.
 - After the call is over, write down any impressions of the caller.
 - After the caller hangs up, you hang up for just a second.

- Before any more calls can come in, pick up the same line, ensure you have a dial tone, and dial *57.
 - If the call trace works, you will be instructed by an automated response to call the Call Trace Center. Follow instructions given.
 - When you reach the Call Trace Center, notify them that you initiated a call trace. Give them your telephone number and city. They will inform you that their notification regarding the caller's telephone number must be made to local police.
 - Complete the Bomb Threat Record Form.
 - Discuss this matter only with administrators to ensure that misinformation does not cause panic.
2. Teachers may be directed by messenger to conduct a room search for items that seem out of place. Divide the room into various search levels. The first sweep covers all objects resting on the floor or built into the walls, up to your waist. The second step is a scan of the room from the waist to chin height. The final scan is from the top of the head to ceiling height, including air ducts, window tops and light fixtures. Do not touch suspicious items. Report them immediately to the administration.
 3. Discontinue use of cellular telephones and FM radio transmitters.
 4. Teachers may be told to evacuate the building in buddy room teams. Fire evacuation procedures will be followed, except that bells will be turned off and evacuation will be initiated by word-of-mouth.
 5. If there is an evacuation, have the students and staff take their bags, backpacks, etc. with them, which makes a search of the building following evacuation easier and reduces the liability for property left behind. Bags and backpacks should be screened before being admitted into the Safe Zone.

BOMB THREAT RECORD FORM

Date of call: _____ **Number or letters on Caller ID** _____

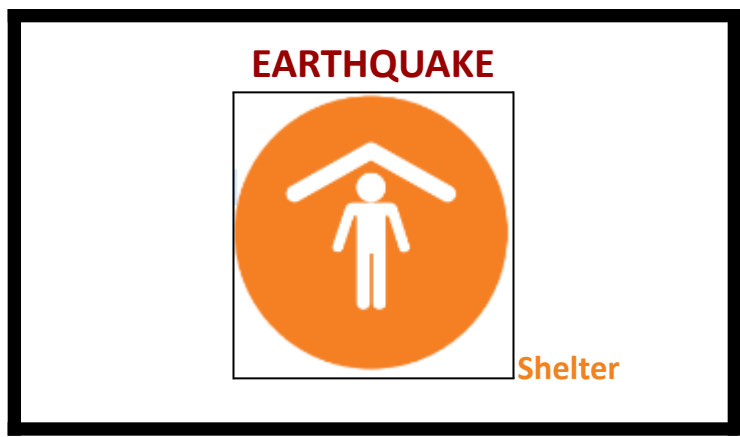
Time Threat Detected/Received: _____ **Time Caller Hung Up:** _____

Your Phone Number: _____ **Extension:** _____

Person Receiving/Finding the Threat: _____

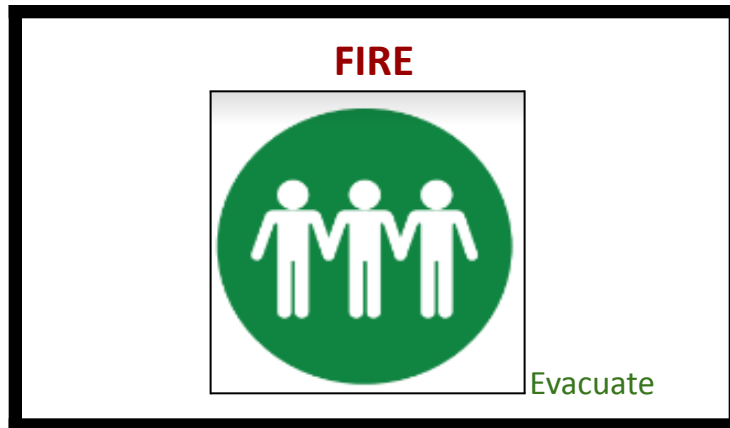
1. **Exact wording of threat:** _____
2. **Questions to ask if talking with the person making the threat:**
 - a. **When is the bomb going to explode?**
 - b. **Where is the bomb right now?**
 - c. **What does the bomb look like?**
 - d. **What kind of bomb is it?**
 - e. **Did you place the bomb?**
 - f. **Why did you do this?**

- g. What is your name?
 - h. What is your address and telephone number?
3. If the threat is received on a telephone, listen for background sounds (circle or note):
- | | |
|---------------|-----------------------|
| Street noises | Factory machines |
| Vehicles | Office machines |
| Dishes | Animal noises |
| Voices | Public address system |
| Music | TV/radio |
4. Sex of caller (circle): Male Female
5. Race of caller: _____
6. Age of caller based on voice: _____
7. Threat Language (circle)
- Well spoken Foul Incoherent Irrational Message Read Taped
8. Caller's voice (circle)
- | | | |
|-----------------|-----------|----------------|
| Calm | Nasal | Rasp |
| Angry | Stutter | Deep |
| Excited | Lisp | Soft |
| Slow | Rapid | Loud |
| Clearing Throat | Disguised | Cracking Voice |
| Accent | Slurred | Familiar |



- 1. Drop! Cover! Hold! Earthquakes strike without warning and the immediate need is to protect students and staff by taking the best available cover.
 - Talk calmly to students to avoid panic.

- Get beneath a desk, table or bench.
 - Cover your head with a coat, clothing or hands.
 - If no cover is available, crouch against an inside wall and cover head.
 - Stay away from outside walls, windows or expanses of glass.
 - Students and staff outside the building should move away from the building and any overhead electrical wires.
 - All doors should be left open to minimize jamming if the building shifts.
2. Stay in the protective position until tremors stop and debris stops falling.
 3. Be prepared to drop, cover, and hold for aftershocks.
 4. If the fire alarm sounds, evacuate a safe distance from the building. The teacher will lead the evacuating students out the primary evacuation route. If the primary route is blocked, the teacher will select an alternate route. Doors are left open and lights are turned off. Take the class roll and the class copy of these procedures with you. If electricity is out, the alternate fire alarm will be sounded. Some fire evacuation routes will not be suitable for earthquake evacuation, due to overhead power lines, exposed gas lines, etc.
 5. If outside the school building when the earthquake or aftershock occurs:
 - Get clear of all buildings, trees, exposed wires, or other hazards that may fall. The safest place is in the open.
 - Assume the “drop and cover” position until the quake is over.
 6. When in the assembly area outside the building, and a safe distance from the building, take roll. If there are any students missing, determine when the student was last seen and the probable location of the missing student. Use the red (HELP) or green (OK) cover on this book to signal the status of your class to the individual collecting accountability data. Use the red front cover of the Guidelines to indicate one or more students are missing or injured, or that you picked up an extra student who belongs with another classroom. Use the green back cover of the Guidelines to indicate that all students are accounted for and no one is injured.
 7. Check for injuries among the students and have injured students escorted to the first aid station.
 8. Await further instructions. Do not return to the building until instructed to do so by the principal or designee.



- Sound the alarm.**
- Evacuate students with buddy room.**
- Shut windows and doors. Turn off lights.**
- Get a safe distance from the building.**
- Account for your students.**
- Await instructions.**

1. When a fire is detected (visible flames, visible smoke, or the smell of smoke), sound the fire alarm using one of the pull stations located in each hallway. Our alarm system automatically alerts the fire department.
2. Evacuate students. The teacher will lead the evacuating students out the primary evacuation route. If the primary route is blocked, the teacher will select an alternate route. Make sure doors and windows are closed and lights are turned off. Take the class roll and the class copy of these procedures with you.
 - When exiting the external fire doors, insert a door jam or other device between the door frame and the door in order that the door does not completely close and lock. This will allow the students and staff to reenter the building quickly (reverse evacuation) if the hazard outside the building is greater than the hazard inside the building.
 - Members of the school emergency response team will remove the door jams and secure the door if it is confirmed that there is a fire (in order to close off oxygen to the fire) and when the key for reentry is immediately available.
3. Stay low and avoid breathing smoke. Smoke can sear the lungs and can impair physical (vision, etc.) and mental functions.
4. When in the assembly area outside the building, and a safe distance from the building, take roll. If there are any students missing, determine when the student was last seen and the probable location of the missing student. Use the red front cover of the Safety

Plan to signal that one or more students are missing or injured, or that you picked up an extra student who belongs with another classroom. Use the green back cover of the Safety Plan to signal that all students are accounted for and no one is injured.

5. Have injured personnel escorted to the designated first aid station. If the injured parties cannot or should not be moved, send someone to the first aid station to request assistance.
6. Await further instructions. Do not return to the building until instructed to do so by the principal or designee.



- If outside, move upwind and uphill away from vapor clouds and fumes, then seek shelter.**
- If inside, move to a room where there is no evidence of fumes, close doors and windows, and shut off ventilation.**
- Report to the building administrator**
- Be prepared to evacuate the building.**
- Account for your students.**
- Await instructions.**

It may be safer inside the building than outside. The building leader will make an assessment in consultation with the Fire Department's hazardous materials division. The location of the spill, the nature of the hazard, the type of fumes, the wind direction, and other factors will be considered. If your class is outside the building, you may be told to move back into the building

and “shelter in place.” If it is decided to “shelter in place,” the ventilation system will be turned off. Teachers will be directed to close windows and all external doors.

You may be told to move your students to the gymnasium, where members of the school’s HAZMAT team will close and seal windows, vents, and the air passages around doors using duct tape and plastic garbage bags.

You may be told to evacuate the building.

1. If the fumes are inside the building and could be ignited by an electrical spark, electrical utilities will be immediately shut off. Communication will then be by voice. The School Emergency Response Team will move to classrooms and direct their evacuation.
2. Make sure doors and windows are closed and lights are turned off. Take the class roll and the class copy of these procedures with you.
3. Be prepared to move a considerable distance from the school by foot. When in the designated assembly area outside the building, and a safe distance from the building, take roll. If there are any students missing, determine when the student was last seen and the probable location of the missing student. Signal the status of your class to the individual collecting accountability data. Use the red front cover of the Safety Plan to indicate one or more students are missing or injured, or that you picked up an extra student who belongs with another classroom. Use the green back cover of the Safety Plan to indicate that all students are accounted for and no one is injured.
4. Check for injuries among the students and have injured students escorted to the first aid station.
5. Await further instructions. Do not return to the building until instructed to do so by the principal or designee.

HEALTH EMERGENCY
Varies depending on situation

(Bioterrorism, Pandemic, etc.)

1. Convey biosafety alert notices to the students. Only relay information provided by the school administration to the students. The administration may provide information regarding the hazard/agent, manner of transmission, incubation period, the signs/symptoms of infection, types of clinical tests that can detect infection, duration of the illness, vaccine, prophylaxis (measures designed to preserve health and prevent the spread of the disease), treatment, and decontamination.
2. It is unlikely that bioterrorist attacks will be detected during the attack. It is more likely that detection will occur after the incubation period of the agent, when symptoms are reported. The terrorism advisory system is as follows:
 - Severe (red):

- Be prepared for immediate activation of the emergency management plan.
 - Restrict school access to essential personnel.
 - Consider canceling outside activities and field trips.
 - Provide mental health services to anxious students and staff.
 - High (orange):
 - Place school and district emergency response teams on standby alert status.
 - Monitor all entrances at all times.
 - Assess facility security measures.
 - Update students and parents on preparedness measures.
 - Elevated (yellow):
 - Review emergency management plans with school staff and public safety officials.
 - Test alternative communication capabilities.
 - Guarded (blue):
 - Confirm emergency exercises are current.
 - Confirm emergency response team training (CERT, CPR, First Aid, etc.) is current.
 - Low (green): Continue normal operations.
3. When there is a biosafety alert, advise students to refrain from biting fingernails, licking fingers, rubbing eyes to avoid ingesting contamination. Wash hands frequently as if contaminated. Decontaminate all surfaces daily. Use approved disinfectant (e.g. 1:10 household bleach, etc.).
 4. When there is a biosafety alert, handle mail carefully wearing gloves. Open mail in a controlled area and control access to distribution boxes. Anthrax has been transmitted by mail. A package or letter is suspicious if:
 - Unexpected or from someone unfamiliar to you.
 - Addressed to someone no longer with your organization.
 - No return address or the return address does not match the postmark.
 - Unusual weight, given their size, or lopsided/oddly shaped.
 - Marked with restrictive endorsements, such as “personal” or “confidential.”
 - Protruding wires, strange odors or stains, or making a noise.
 - If a suspicious package is received:
 - Do not try to open the parcel.
 - Isolate the parcel.
 - Evacuate the immediate area.
 - Notify the principal.
 5. Use proper waste management. Place infectious waste in a labeled “red bag” at the front office.
 6. Use gloves for protection when working with or around blood and body fluids. Change gloves between patients. Wash your hands after removing gloves. The following are

potential sources for exposure: blood (lacerations, abrasions, and bloody noses), vomit, urine, feces, saliva, needles, syringes or other sharp objects.

7. Use glasses, goggles, or masks to protect your face from splashes.
8. Use resuscitation equipment and devices for mouth-to-mouth resuscitation.
9. Promptly seek medical attention and counseling from the school nurse if exposed to contaminated materials. Report any needle sticks immediately to the school nurse.
10. Be vigilant for the following symptoms among the students and staff and make sure the school nurse is notified when these symptoms are detected [as listed in the Department of Health and Senior Services High Alert Surveillance System (HASS) Form 1]:
 - Influenza-like Illness—malaise, headache, fever, cough and sore throat, in the absence of known cause
 - Hemorrhagic Disease—bleeding from skin or mucus membrane surfaces or reddish or purplish spots or discolorations on the skin or mucus membrane surfaces
 - Gastrointestinal Illness—diarrhea, vomit, abdominal pain or cramps, with or without fever
 - Neurological Illness—headache, sensitivity to light, confusion, convulsions, double/blurred vision, drooping eyelids, muscle twitching, difficulty talking/swallowing, weakness or paralysis
 - Rash Illness—rashes with or without fever
 - Fever Illness—fever of unknown origin
 - Respiratory Illness—cough, sore throat, trouble breathing, with or without fever
11. If neither the school office nor the school nurse are available, these emergency telephone numbers may be helpful:

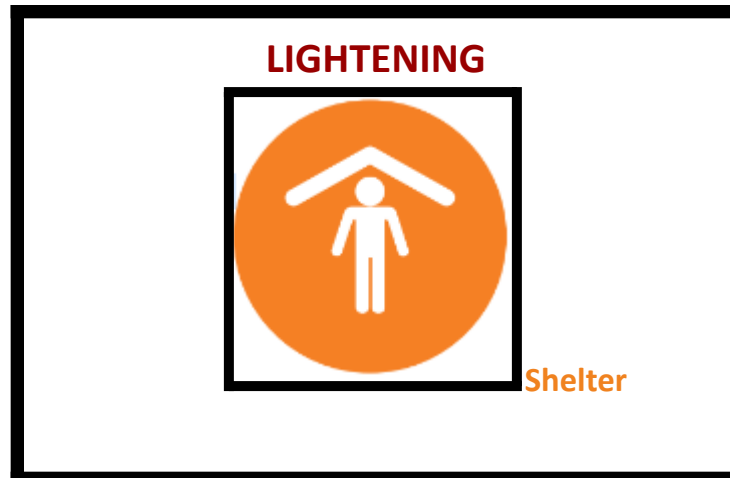
● General Emergency	911
● School District Administration	816-444-3484
● DHSS Jackson County Health Department	816-404-6415
● Poison Control	800-366-8888
● MO DHSS (emergency/disease reporting)	800-392-0272



(Active Shooter, Civil Disturbance, Hostage Situation, Stray Animal, etc.)

- Send visitors who do not have a school badge to the office.**
- On notice, conduct “lockdown” procedures.**
- Be prepared to evacuate the building.**
- Account for your students.**
- Await instructions.**

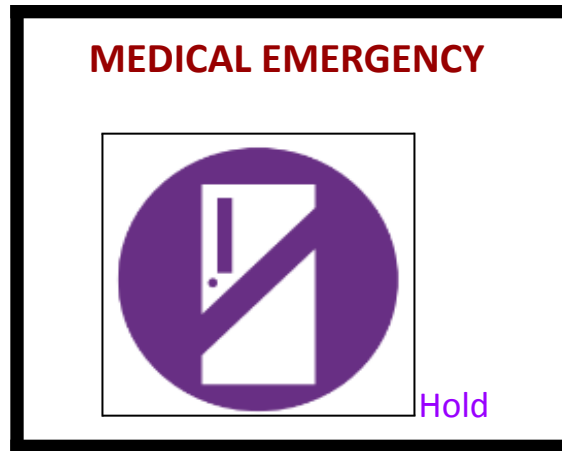
Hogan Preparatory Academy trains staff on the **Standard Response Protocol (SRP)** in response to any given situation. It is action based and there are five actions that can be performed during an incident. Those actions include: Lockdown, Hold, Secure, Evacuate, and Shelter.



When thunderstorms threaten, get inside a large building or vehicle. Inside the building, avoid water faucets, water coolers, and sinks because metal pipes can conduct electricity. Avoid using telephones, except for emergencies.

If outside, with no time to reach a safe building or vehicle:

1. If in a forest, seek shelter in a low area under a thick growth of small trees.
2. If in an open area, go to a low place such as a ravine or valley.
3. Do not stand underneath a natural lightning rod such as a tall, isolated tree in an open area.
4. Do not stand on a hilltop, in an open field, on a beach, or in a boat on the water.
5. Avoid isolated sheds or other small structures in open areas.
6. Get away from open water.
7. Get away from anything metal.
8. Stay away from wire fences, clotheslines, metal pipes, rails and other metallic paths which could carry lightning to you from some distance away.
9. If you are isolated on a level field and you feel your hair stand on end (which indicates that lightning is about to strike) use the lightning crouch by squatting with both feet together, tucking your head, and covering your ears. Do not lie flat on the ground.



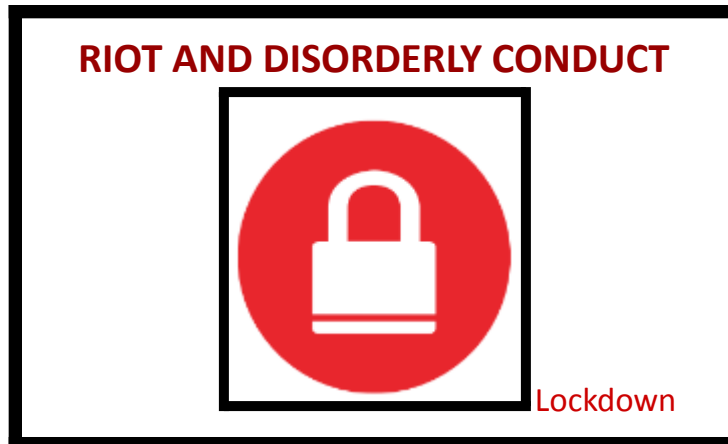
Medical emergencies including the following:

1. Heart attack
2. Stopped breathing
3. Severe bleeding
4. Poisoning
5. Diabetic emergencies
6. Heat Stroke

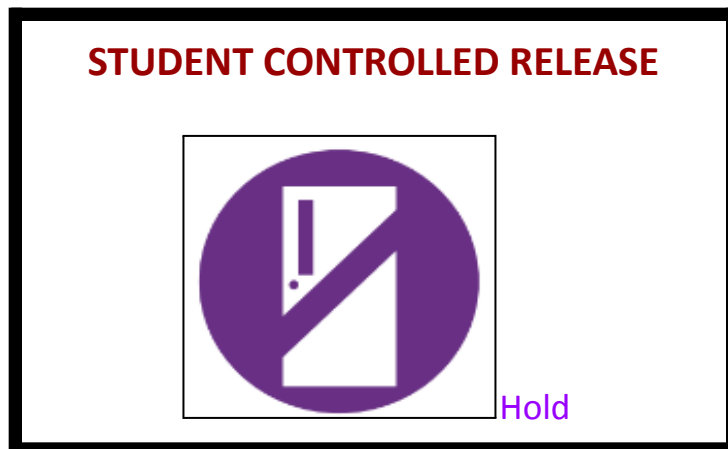
Warning: Medical emergencies usually occur without warning.

If a medical emergency occurs during school hours, the following emergency actions will be accomplished:

1. Evaluate the scene of the injury or illness. isolate and secure the area.
2. Notify the school office.
3. Call (Access Code) 9-1-1, as appropriate.
4. If indoors, determine the need to implement Action "Evacuate" (affected classroom only) so that students are not unnecessarily exposed to trauma or danger.
5. Stabilize the victim and administer first aid.
6. Use standard Blood-borne Pathogens precautions
7. Rejoin students as soon as possible.
8. Account for all students and remain with them.
9. Remain calm and reassure students that all possible actions are being taken to care for the injured or ill person and to protect others.



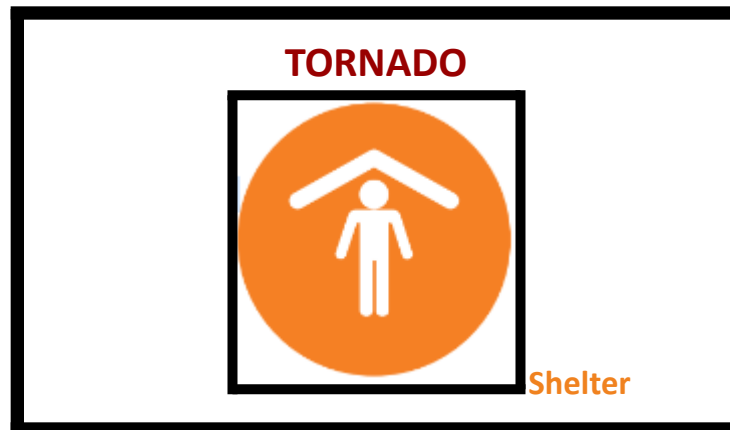
1. Lock down procedures will be activated.
2. KCPD will be notified (911).
3. District and building administrator will be notified.
4. School security, administrators, and staff will attempt to de-escalate the disorderly patrons and escort them out of the building while waiting for KCPD to arrive.
5. School will cooperate and follow the lead of the KCPD in an effort to restore control of the situation.
6. Surveillance video will be downloaded if it is available.
7. A report will be filed with the police department.



Student controlled release will be considered by the principal or designee if directed by the Superintendent. The Students will be held at school until released to an authorized adult.

Student Release Procedures:

1. Use signs to designate "Student pick-up area."
2. Use signs to direct parents to line up (e.g. alpha, grade levels or room #'s).
3. Release younger students first.
4. Provide escort to parent/guardian if necessary.



- Tornado Watch: stay vigilant and stay inside.**
- Tornado Warning: alarm sounded. Move to area identified on tornado drill emergency map.**
- Assume the protective squatting position, against the wall, holding a hard covered book/notebook over the head or with hands locked at the back of the neck.**
- Be prepared to evacuate the building if it is damaged by the tornado or if instructed to do so.**

When a *Tornado Watch* (conditions are right for a tornado) is issued for our area, teachers will be notified about the watch and they will not take their classes outside the building until the watch is ended. During a Watch, monitor the NOAA radio as well as the primary radio outlet (KCMO 710-AM/FM KCMO 94.9) and/or television outlet (KCTV 5-TV at www.kctv5.com).

If a *Tornado Warning* (a tornado has been spotted in our vicinity) is issued, the school alarm (siren) will be sounded and these steps are to be followed:

1. When the alarm (siren) is sounded, move the students to the designated area identified in the building emergency plan/map. Make sure doors and windows are closed and lights are turned off. Take the class roll and the class copy of these procedures with you.
2. When in the shelter, have students assume the protective kneeling or squatting position, against the wall and facing the wall with hands locked at the back of the neck. Take roll. If there is a student missing, determine when the student was last seen and the probable location of the missing student. Use the Safety Plan front or back cover to signal the status of your class to the individual collecting accountability data. Use the red front cover of the Safety Plan to indicate one or more students are missing or injured, or that you picked up an extra student who belongs with another classroom. Use the green back cover of the Safety Plan to indicate that all students are accounted for and no one is injured.
3. After the storm passes, check the roll and check for injuries. Get medical assistance from the First Aid Team as necessary. Report on student accountability.
4. Await further instructions. Do not return to the classroom until instructed to do so by the principal or designee. Be prepared to evacuate the building.

TRANSPORTATION EMERGENCY

Transportation emergencies are events that take place during school transportation services that create the transportation to be delayed or stopped.

Bus operation failure

1. The issue will be reported to the building and district administration.
2. The situation will be accessed and an action plan developed.
 - Will a new bus be sent to finish the route?
 - Administration will report to the site
 - Students will stay on the bus as long as it is safe
 - When students must exit the bus, they will exit in a calm manner and follow the directions of the administrator and/or bus driver
 - Will students have to be picked up by a guardian?
 - Off-site reunification process will be activated.

Bus accident

1. The issue will be reported to the building and district administration.
2. Administrator will report to the accident site and will follow and make sure the students and parents follow the directions of the emergency crews.
3. Communication to the student guardians will be made.

4. The off-site reunification process will be activated.
5. Report will be filed with the bus company and police department.



1. If the incident occurs on campus or at a school event:
 - Contact the office or building nurse for immediate assistance. If no one is available at the school office, call 911.
 - Perform life-saving procedures (CPR, stop the bleeding, treat for shock, etc.) if qualified. Protect yourself and others against blood borne pathogens.
 - Have other adults take charge of students who may have witnessed the incident and have them moved away from the area. Their eye witness accounts will be obtained later.
2. If the incident occurred off campus and not as part of a school event, check with the building administration for reliable information about reports of traumatic injury or death (resulting from an accident, sickness, homicide, suicide, or other cause) of students or staff members.
3. Determine from school data if students in the class are related to any of the injured or deceased.
4. Confirm with the school Emergency Response Team what procedures will be followed to refer students for assistance who are traumatized by the loss. Know what resources are available.
5. If the injured or deceased student is from your classroom, secure all personal items that may be in the classroom. Check with the school administration on securing personal items in lockers and elsewhere in the school.
6. Pass to students the prepared statements from the school administration regarding the death(s), memorial services, and funeral arrangements.
7. Ask students to deliver to their homes any correspondence prepared by the school administration.

8. Contact with the family of the deceased will only be made by the school administration. Delete the deceased's name from mailing lists so that correspondence is not inadvertently sent to the home of the deceased.
9. If asked by students, explain that the Federal Flag Code only provides for flying the flag at half mast for deaths of principal government figures.
10. Attend scheduled school debriefings.
11. Refer all media contacts to the principal.

UTILITY FAILURES
Varies depending on situation

- Move Away from the Hazard**
- Notify the Office**
- Call 911**

Electrical Power Failure:

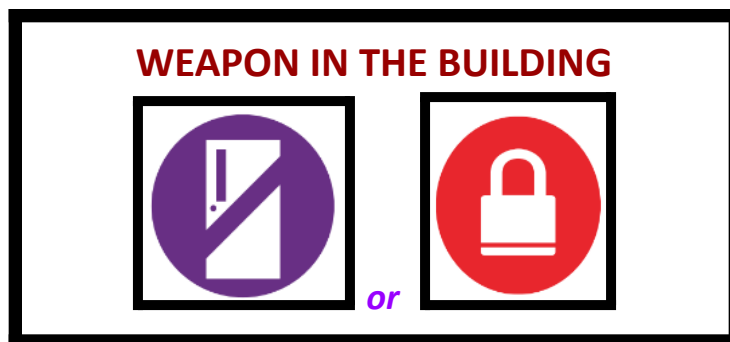
Report a power failure to the building administrator, who will contact the Light and Power Company at (888) 544-4852 (emergency) or (800) 585-4248 (non-emergency) then notify the District Administration Office at (816) 444-3484. Shut off electrical equipment until the power returns.

Gas Leaks:

Gas leaks are dealt with utilizing HAZMAT procedures. Do not use electrical devices such as the public address (PA) system, bells, telephones, cellular telephones, and light switches in the presence of gas. Move upwind (wind in your face) and uphill from gas leaks. When safely away from the gas, notify 911, then Gas Company at (800) 582-1234 (emergency) and (non-emergency) and the District Administration Office.

Water Line Break:

Report broken water lines to the building administrator, who will direct the building custodian to shut off the main water valve, then will notify the Water Company at (816) 513-1313 and the District Administration Office (816) 444-3484. Do not handle electrical equipment while standing in water



If you are aware of a weapon on school property:

Staff

1. Notify building administration immediately and provide the following information.
 - Location, identity and description of the individual.
 - Description and location of the weapon(s).
 - Whether the individual has threatened themselves or anyone else.
2. Limit information to staff and students on a need to know basis.
3. Stay Calm and do not call attention to the weapon.

Building Administration

1. Call 911 to report that a weapon is in school.
 - Provide location, identity and description of the individual.
 - Provide description and location of weapons
2. Develop an action plan for response.
 - If the weapon is located on an individual, isolate the individual.
 - If the weapon is in a locker or in a backpack, prevent access to that area
3. Determine whether to initiate Lockdown, Evacuation or other procedures.
4. Notify the district administration.
5. Conduct weapon search, if needed
6. DO NOT approach the individual alone. Consider these factors.
 - Need for assistance from law enforcement
 - Best time and location to approach individual
 - Description, location and accessibility of weapon(s)
 - Safety of persons in the area
 - State of mind of the individual
7. If the individual displays or threatens with the weapon(s).
 - DO NOT try to disarm them.
 - Avoid sudden moves or gestures.
 - Use a calm, clear voice.
 - Instruct the individual to place the weapon down.
 - Use the individual's name while talking to them .
 - Allow for escape routes. Back away with your hands up.

8. If the individual is a student, notify parent or guardian.
9. Document all actions taken by staff.
10. File report according to district policy

1. This Copy of the Emergency

Standard Operating Guidelines for Classrooms Belongs To:

Enter Teacher Name and Classroom Number in this Box

The front cover is on red paper (HELP) and will be used to signal that one or more persons are missing or injured, or that you picked up an extra student who belongs with another classroom.

This cover is on green paper (OK) and will be used to signal that all persons are present or accounted for and no one is injured.

Recovery

The purpose of the Recovery aspect of the safety plan is to ensure HPA has established a framework for emergency preparedness and response by specifying actions to be taken: before an emergency to prevent, protect from, and mitigate the impact on life or property; During an emergency to respond to the emergency and minimize its impact on life or property; and After an emergency to recover from its impact on life or property. The goal of the Plan is to ensure the safety of all members of the HPA community through a rapid, coordinated, and effective response to and recovery from emergencies and disasters.

The Recovery phase is designed to assist students, staff, and their families in the healing process and to restore educational operations in schools. Recovery is an ongoing process that includes not only the mental, emotional and physical healing process of students, faculty and staff, but a school's physical (buildings and grounds), fiscal (daily business operations) and academic (a return to classroom learning) recuperation. Strong partnerships with public safety and mental health communities are essential for effective recovery efforts. The type and extent of activities will vary in relation to the size and scope of the crisis. There are four components of recovery: 1) physical/structural; 2) business continuity; 3) restoration of academic learning; and 4) psychological/emotional.

A. **Physical/Structural Recovery** Physical/structural recovery begins with the assessment and evaluation of physical and structural damage to buildings and infrastructure, availability of transportation, food services, and assessing the functionality of educational capabilities and office equipment (e.g., computers, lab equipment.) Damage assessment teams from the [school division, appropriate department(s)] are responsible for these assessments. Data from the assessment will facilitate decision making about repairs and timelines to resume normal activities.

B. **Business Continuity** Business recovery is the restoration of administrative and business functionality and services by activating the continuity of operations plan

C. **Restoration of Academic Learning** Restoring the academic learning environment may involve conducting classes in off-site locations, implementing online learning or other continuity of learning activities.

D. **Psychological/Emotional Recovery** Psychological/emotional recovery involves the assessment of the emotional needs of all students, faculty, staff, and their families, and identifies those who need intervention by a school counselor, social worker, school psychologist, or other mental health professional. Additional community mental health resources are available from the local Community Services Board/Behavioral Health Authority,

Crisis Recovery Manual Checklist: To be considered any time a crisis occurs that warrants a response by the School Crisis Response Team

- Call Police: 911. If using a cell phone, call 234-5111.
- Verify the facts regarding the crisis.
- Notify appropriate Instructional Support and Operations Office:

Elementary	444-5010
Middle School	444-4479
High School	444-3464
District Office	444-3484
- Convene School Site Crisis Response Team (CRT), and review duties.
- Prepare a formal statement to inform faculty/staff.
- Convene emergency staff meetings to inform faculty, counselors, and building support staff. Review and distribute debrief exercise and information sheets to teachers.
- Prepare formal statements or announcements for students (**NEVER announce a crisis over the Intercom System or at a school assembly**).
- Distribute Community Resources Lists as needed to faculty, students, families.
- Identify students, staff, and/or parents most likely to be affected by the crisis.
- Assess the need for additional community resources.
- Assign trained staff or community professionals to specific duties as dictated by the nature of the crisis.
- Provide support to students/staff.
- Find appropriate replacement(s) for absent/affected teacher(s).
- Distribute official announcement to the larger school community, including families.
- Update faculty at emergency meetings as needed.
- Provide opportunity for faculty/staff to discuss reactions and feelings.
- Provide Debrief for Crisis Response Team.
- Assess Procedures.
- Contact School Health Programs Department, District School Nurse, if further Technical Assistance is necessary.**

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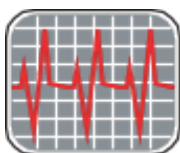
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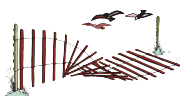
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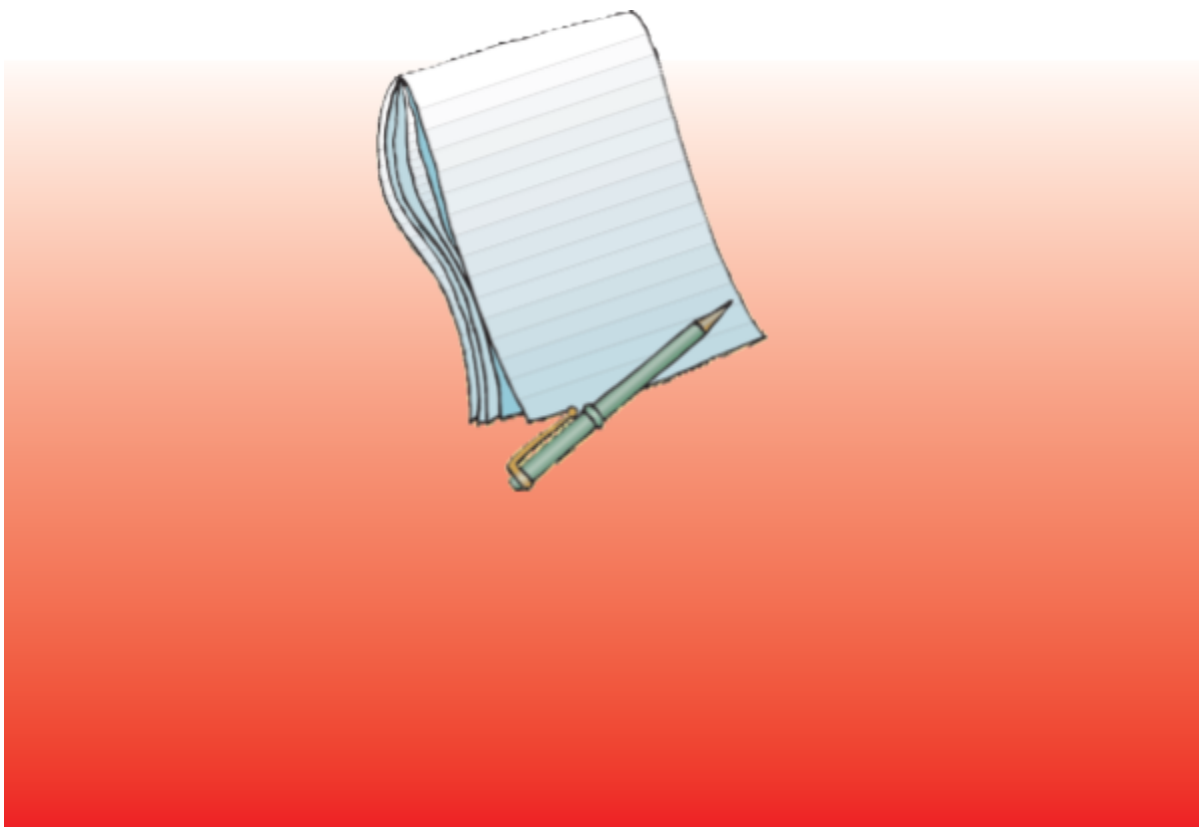
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PURPOSE OF THIS MANUAL

This manual provides strategies for addressing crisis intervention within schools in the Hogan Preparatory Academy School District.

- The **primary purpose** of “crisis response” is to help students and staff cope with **painful emotions and feelings resulting from a community or school related crisis.**
- The **second purpose** is to assist schools to return to normal routines as quickly and calmly as possible following a major disruption of the educational process.

DEFINITIONS

SCHOOL CRISIS

A reaction to, or perception of, a situation or event which causes psychological trauma to students and/or staff and requires immediate action because of its disruption or potential disruption to the educational process. A crisis may impact a small group of students in one classroom or the entire school community.

Possible types of crises: death of a student or staff member, acts of violence, suicide attempt or completion, natural disaster such as earthquake, fire, toxic spill, automobile or other accidents.

CRISIS RESPONSE

Intervention designed to restore a school and community to baseline functioning and to help prevent or minimize damaging psychological results following a disaster or crisis situation. It is important that during the immediate hours and days following a crisis, students and staff are helped to return to previous emotional equilibrium. If left unchecked, some emotional responses may become internalized and exhibit themselves in unusual behaviors.

STEPS to Consider Before a Site Crisis Response

Following a crisis, students and staff require recognition of, and help with their emotional needs. If emotional responses are not supported appropriately during the initial stages of a crisis, feelings may be internalized. This may result in an inability to concentrate, aggressive or reckless behaviors, or physical symptoms. A school site may attempt to do “business as usual” following a crisis. However, without addressing the crisis directly, students and staff will find it difficult to focus on the process of teaching and learning.

Below are considerations to prepare a school site before a crisis occurs. Review and revise the following information annually as an aspect of the site Safe School Plan.

- Identify a Crisis Response Team. A Crisis Response Team (CRT) should be identified each year (see Section B, Crisis Response Team)
- File a copy of the site Crisis Response Team with the Emergency Planning Department and School Health Programs Department.
- Train/Update the CRT (refer to the CR Manual). Include law enforcement support available at your school.
- Ensure that appropriate incident report forms are accessible in case the crisis involves sexual harassment, sexual assault, or a hate crime. Submit forms to Student Services Department.
- Schedule a meeting at least once each semester to review the site’s crisis response plans.
- Inform staff annually of the site’s crisis response plan; introduce the CRT.
- Establish a working relationship with community-based organizations. Maintain a list of resources to be kept in the Resource chapter of this manual.
- Set up telephone trees to contact staff and/or families.
- Identify space where service providers assisting in the crisis can see students for small group counseling.
- Review, revise and print forms, classroom debrief materials and other materials that might be needed by CRT and staff.
- Review/develop relevant educational resources regarding crisis, grief, loss, etc.
- Develop a plan for emergency coverage of duties for CRT members.
- Establish a code to alert staff to implement prearranged procedures, e.g. lock down.
- Hold a mock crisis response.
- Establish procedures for annual crisis response professional development of new staff and update/review for all staff.
- Check Weekly Administrative Directive (WADS) regularly for updates regarding crisis response.
- Coordinate and inform relevant programs on site, including After School Program



Steps to Consider In the Event of a Crisis

Checklist for Crisis Intervention Action Plan

It is essential to handle a crisis in a rapid and sensitive manner. No single plan or intervention will fit all situations and meet all individual needs. To enable a site to be prepared in advance of a crisis, sites should develop a general plan that can be adjusted to create an appropriate response to the crisis.

Particular actions need to occur to respond comprehensively to a crisis; the order of responses will vary according to the crisis and the site needs.

Reference the General Crisis Intervention Checklist at the beginning of this manual. The points below expand upon the basic items on that checklist.

- Assemble the CRT and relieve members of routine responsibilities.
- Notify the District Office and, thereafter, keep it informed about steps being taken.
- Contact parent(s) or family member of involved persons to obtain:
 - accurate information,
 - what information can be shared;
 - information regarding memorial services, etc., if there has been a death.
- Complete appropriate incident reports if the crisis involves sexual harassment, sexual assault, or a hate crime. Submit forms to the Student Services Department.
- Notify other sites if involved students or staff have relatives attending other schools. Coordinate activities with them if appropriate.
- Identify close friends/associates at the site who might be most impacted.
- Make an initial determination of the capacity of site staff to respond to the crisis. Contact the Nurse (Telephone #) if technical assistance or on- site support is needed.
- Determine how to inform, in person, staff members most closely associated with the crisis and provide relief if they are unable to continue with their duties. Provide the support they need to resume responsibilities.
- Determine how to support students closest to the crisis: classmates, sports team, group or club.
- Determine how to inform the rest of the staff and students. **Never announce a crisis over the intercom system.** (This procedure may depersonalize the incident and create chaos.)
- Provide whatever crisis response debriefing is necessary for students and staff. See “Supporting Activities” chapter for additional information.
- Notify parents/caregivers in writing of the crisis so they can support their children. Telephone the parents/caregivers of any students severely impacted by the crisis, such as witnesses, close friends.
- Use a system to identify and refer students and/or staff who may need additional emotional support.

- ❑ Determine what additional support is needed to bring closure to the crisis, such as attending the funeral or memorial service, writing letters, planning a site memorial activity.
- ❑ Meet daily, and more frequently, if necessary, as a CRT to review plans, provide updates, prioritize needs, plan follow-up actions, and ongoing debriefing of team members.
- ❑ Hold a final debriefing to review the management of the crisis, ensure that team members' needs have received proper attention, complete all necessary records and bring closure for the team.

The entire plan is [linked here](#) for more information and specific protocols for a crisis event. Please contact The District Safety Coordinators if you have any questions or need additional information.

Reunification Plan

Reunification at the Same Location

1. Get students to the building reunification spot (Out of sight from parents)
 - Meyer campus will reunite in the cafeteria.
 - Agnes campus will reunite in the gymnasium.
 - 51st street campus will reunite in the cafeteria.
2. Get reunification cards and pens to the building reunification spot.
3. School staff report to designated areas (Greeters, Checkers, Reunifiers, Accountants, Counselors, Administrators, Security, and Law Enforcement).
4. Initiate the steps of reunification.
 - Greeters will explain the process to the parents upon arrival as well as distribute the reunification cards to parents.
 - Parents complete the information requested on the card and begin to self sort into lines (Checkers A-C, D-K, L-P, Q-S, and T-Z)
 - Checkers will verify custody, check photo ID, give the guardian the perforated part of the card, and send the guardian to the reunification area. The unperforated part of the card will be handed to the accountant.
 - Reunifier will take the card from the guardian, deliver the student to the guardian, ask the student if they feel comfortable leaving with the guardian, complete the school personnel portion of the card, and give the card to the student assembly accountant.
 - If the reunifier cannot find the student in the assembly area they will hand the card to a victim advocate or crisis counselor.
 - Victim advocate or counselor will take the guardian to a private location.

Reunification at an Alternate Location

Alternate Location

1. Transport students and staff to the alternate reunification site.
 - Meyer campus will reunite at (Landing parking lot/ Kaufmann gym).
 - Agnes campus will reunite at (Perhaps Southeast Football field or Library??).
 - 51st street campus will reunite at ().

2. Get reunification cards and pens to the alternate reunification site.

3. Notify parents of the reunification site.

4. School staff report to designated areas (Greeters, Checkers, Reunifiers, Accountants, Counselors, Administrators, Security, and Law Enforcement).

5. Initiate the steps of reunification.,
 - Greeters will explain the process to the parents upon arrival as well as distribute the reunification cards to parents.
 - Parents complete the information requested on the card and begin to self sort into lines (Checkers A-C, D-K, L-P, Q-S, and T-Z)
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 - If the reunifier cannot find the student in the assembly area they will hand the card to a victim advocate or crisis counselor.
 - Victim advocate or counselor will take the guardian to a private location.

Reunification During Bus Route

1. Transport reunification staff to the reunification site with reunification cards and pens.

2. Notify parents of the reunification site.

3. Initiate the steps of reunification.,
 - Greeters will explain the process to the parents upon arrival as well as distribute the reunification cards to parents.
 - Parents complete the information requested on the card and begin to self sort into lines (Checkers A-C, D-K, L-P, Q-S, and T-Z)

- Checkers will Verify custody, check photo ID, give the guardian the perforated part of the card, and send the guardian to the reunification area. The unperforated part of the card will be handed to the accountant.
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