



**FUTURES EDUCATION OF MICHIGAN, LLC  
AND THE  
EDUCATION ACHIEVEMENT AUTHORITY  
SPECIAL EDUCATION SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into as of the 22<sup>nd</sup> day of May 2012 by and between The Education Achievement Authority (“EAA”) and Futures Education of Michigan, LLC (“Futures”):

**WHEREAS** Futures is a professional organization providing special education services;

**WHEREAS** Education Achievement Authority wishes to contract with Futures to provide special education services and management to the EAA on an “under arrangements” basis;

**NOW, THEREFORE**, in consideration of Education Achievement Authority paying to Futures the compensation and Futures performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

**SECTION 1.  
FUTURES’ DUTIES, RESPONSIBILITIES, AND, DELIVERABLES FOR  
COMPONENTS 1-3**

Futures agrees that at all times during the term of this Agreement, it will provide special education services and management to the EAA in accordance with the following standards as delineated below and further explained in Attachments A, B, C, D and E:

- A. Services shall be consistent with the procedures and standards required by the state of Michigan special education regulations, Federal regulations, and all other applicable requirements.
- B. Futures shall follow and abide by the general code of ethics and standards of practice of all national certifying agencies
- C. Special education services shall be provided to students in accordance with the EAA approved individual education program (IEP) for each student. EAA will be responsible for providing Futures with an IEP for each student to assist in ensuring compliance. Special Education services will include: provision of all support staff including supervisors and office support personnel; access to best practice research, professional development with complete technical consultation in all areas of special education practice; implementation and routine reporting of all metrics agreed upon with EAA leadership; ensuring complete compliance with all state and federal regulations; ensuring total compliance with all IEP requirements; ensuring an authentic and comprehensive delivery system consistent with the guidelines previously identified; ensuring the appropriate support for students with disabilities in an education community with high

expectations for learning and success; and ensuring regular and consistent quality assurance including communications with principals, designated EAA staff, parents, and guardians.

- D. Futures shall participate in meetings as required to coordinate the services for individual students. Meetings shall include, but not be limited to, EAA meetings, IEP meetings, parent, staff or principal meetings, professional development meetings, eligibility conferences, due process hearings, RTI meetings, instructional staff meetings, and EAA board meetings (as appropriate).
- E. Futures shall, at its sole cost and expense, hire, maintain, or expand its support staff in order to (1) accommodate program demands for special education services and management; and (2) maintain quality student services in standards to be agreed upon between EAA and Futures.
- F. Futures shall be responsible for preparing, in writing, all activity reports as may be necessary or required. Such reports shall be made available to EAA as requested. However, Futures suggests the following minimal reports: monthly caseload management reports, including discharge data review; statistical analyses of service providers' time utilization; parent and guardian communications; regulatory and compliance; services to students: missed sessions, admissions and discharges, program modification, professional development events etc.; data on students involved in inclusion programs in general education, communications with building principals, and design of alternative programs and supports.
- G. Futures shall deliver all services (indicated in subsection C above), with the exception of classroom teachers and as described in Attachments A – E, required by each student's IEP, assuming such student is available to attend scheduled services.
- H. Futures staff and managers shall implement services in compliance with the regulatory requirements including: court decrees; notice of confidentiality; consent; and initial and re-evaluations with respect to the "Individual with Disabilities Educational Improvement Act" (IDEIA) as amended in 2004, Public Law (PL) 108-446.
- I. Futures shall develop, in conjunction/collaboration with the IEP team and EAA management, the appropriate priorities/ goals and objectives/benchmarks for students requiring intervention services in order to benefit from special education programming.
- J. Futures shall provide training to designated EAA staff and parents as needed to support students' special education therapy interventions, and programming. (See Attachment D for a list of available training sessions.)
- K. When requested, Futures shall assist and guide teachers in observing, intervening and addressing students' learning needs in general education environments.

- L. Futures shall maintain thorough records and provide required documentation in accordance with the EAA's local and federal mandates, which include, but are not limited to, required documentation, assessment protocols, reports, IEP's, progress, and attendance records.
- M. Futures shall identify areas/issues of difficulty, including but not limited to, workspace constraints, computer accessibility or scheduling problems to EAA and suggest and discuss means and methods in overcoming any obstacles to providing quality services.

### **FUTURES ADDITIONAL RESPONSIBILITIES**

- I. Futures shall provide to EAA a copy of each current license and/or certificate for persons conducting student assessment interventions; consultations; and evaluations prior to rendering services. Futures shall ensure that all licenses and certificates remain current throughout the life of the contract.
- II. Futures shall comply with the procedures and responsibilities outlined in the Attachments A, B, C, D and E, comply with IDEIA, applicable court decrees, the EAA's regulations and other applicable laws and regulations in performing both initial and re-evaluations in all areas of suspected student disability. Futures shall be responsible for ensuring that all personnel providing services to students have criminal background checks in accordance with the requirements of the Michigan Revised School Code and applicable laws completed prior to their service delivery at any EAA school sites.
- III. Futures shall provide professional development to designated Futures and EAA staff, as appropriate.
- IV. Futures shall designate an individual (s) to serve as liaison to EAA to respond to record requests, to ensure the availability of the evaluators and report writers at pre-hearing conferences, administrative hearings, court proceedings, and to respond to requests for consultations.
- V. Futures shall provide professionally qualified personnel to perform the services as needed, upon request, for consultations with parents, school personnel, participation in eligibility conferences and consultations with Futures and EAA staff. Additionally, staff will be required to attend administrative due process hearings, IEP meetings and staff development meetings, and parent/teacher meetings.
- VI. Futures shall ensure that staff maintain thorough records and provide required documentation in accordance with Futures documentation requirements, and EAA local and federal mandates (i.e., Encounter Tracking Forms, assessment protocols, reports, IEPs, progress and attendance notes, etc.)

## **SUMMARY OF DELIVERABLES**

### **COMPONENT 1**

The planning team will prepare the proposed start-up and implementation plan. The plan will be presented to EAA leadership for input, revisions, and approval.

The planning team will implement the approved plan and operate a “turn- key” special education program that will include the hiring and oversight of all leadership and support staff.

Futures will recruit, train, and fully deploy Team Chairs for all special education students at a ratio of one (1) team chair for every 125 students.

The planning team will accomplish the following tasks:

- A complete review of IEPs for all students enrolled in the twelve (12) EAA schools with a statement of students’ needs;
- Preparation of a complete profile of all special education programs in the twelve (12) schools involved in transition with special attention to the pre-referral processes, identification practices of special education students, reliability, measurability, and curricular alignment of the IEPs;
- Redesign all programs to create an inclusion-based delivery system where state and federal regulations permit;
- A plan for recruitment and training of all special education staff based upon identified student needs. Futures will recruit all paraprofessionals, physical and occupational therapists, speech and language pathologists, social workers, nurses, behavior interventionists, and psychologists;
- A professional development plan will be developed for all special education staff in alignment with EAA mission and initiatives;
- Identification of all regulatory and compliance parameters in the delivery of services;
- The planning team will study and address, where appropriate, all issues identified in the Special Education report submitted to EAA in March, 2012;
- A plan for ongoing communications with all members of the school community, especially parents and guardians of students with disabilities; and

- Identification of programmatic and curricular integration between general and special education.

## **COMPONENT 2**

- Provision of all support staff including supervisors, and office support personnel;
- Access to best practice research, professional development interventions, and complete technical consultation in all areas of special education practice;
- Implementation and routine reporting of all metrics agreed upon with EAA leadership;
- Ensure complete compliance with all state and federal regulations;
- Ensure complete compliance with all IEP requirements;
- Ensure an authentic and comprehensive delivery system consistent with the guidelines previously identified;
- Ensure the appropriate support for students with disabilities in an education community with high expectations for learning and success; and
- Ensure regular and consistent quality assurance including communications with principals, designated EAA staff, parents, and guardians.
- Futures shall be responsible for ensuring that all personnel providing services to students have criminal background checks completed prior to their service delivery at any EAA school sites.
- Futures shall provide professional development to designated Futures and EAA staff, as appropriate.
- Futures shall designate an individual (s) to serve as liaison to EAA to respond to record requests, to ensure the availability of the evaluators and report writers at pre-hearing conferences, administrative hearings, court proceedings, and to respond to requests for consultations.
- Futures shall provide professionally qualified personnel to perform the services as needed, upon request, for consultations with parents, school personnel, participation in eligibility conferences and consultations with Futures and EAA staff. Additionally, staff will be required to attend administrative due process hearings, IEP meetings and staff development meetings, and parent/teacher meetings.

- Futures shall ensure that staff maintain thorough records and provide required documentation in accordance with Futures documentation requirements, and EAA local and federal mandates (i.e., Encounter Tracking Forms, assessment protocols, reports, IEPs, progress and attendance notes, etc.).

### **COMPONENT 3**

- Management of the IEP process to ensure timely documentation, compliance with regulations, and best practices.
- Management of the delivery system to ensure that inclusion programs are more effectively utilized and special education and therapy programs are well integrated into all educational services.
- Ensure that all appropriate funding is accessed from the Medicaid program with full compliance with all regulations and procedures.
- Make available all personnel and technical resources needed to design and support alternative programs to meet students' needs.
- Maximize efficiency of administrative tasks such as management, reporting, and recruiting.
- The design of a data-driven delivery system with performance and financial benchmarks.
- Ensure uniform entry and exit criteria for related services, paraprofessional supports and special education placements.
- Review, analyze, and report on referral, evaluation and discharge patterns.

### **FUTURES IMPACT ON STUDENT GROWTH (YEAR ONE)**

Additionally, Futures Education's work (for year 1) of the contract will impact student growth by:

1. redesigning ( where state and federal regulations permit) all programs to create an inclusion-based delivery system to ensure all students are being educated in the least restrictive environment and have access to a quality curriculum;
2. providing trained and competent support staff including supervisors and office support personnel who will assist in the effective delivery of services to students;

3. coordinating with general education and EAA to ensure that students have appropriate services that meet the state, federal, and IEP requirements;
4. administering a needs assessment for staff professional development interventions to improve instructional practices;
5. ensuring that administrators, teachers, and support staff have training in the access and use best practice research to improve student instruction;
6. providing quality professional development courses to improve special education teaching and learning practices;
7. recruiting, training, and fully deploying Team Chairs for all special education students at a ratio of one (1) team chair for every 125 students to ensure team chair leadership is fully embracing best practices that lead to improved student achievement; and
8. ensuring that Futures staff will collaborate and assist with EAA in Medicaid, IDEA application, and Michigan DOE head count to assist in providing additional funding that can be redirected back into funding the teaching and learning strategies.
9. ~~9.~~ growth targets for individual student achievement will be identified after a review of each student's educational plan and team chairs will be tasked with identifying and quantifying achievement.

Once the start-up activities are conducted and the baseline data have been collected, EAA and Futures will, together, prepare additional accountability measures.

### **LONG-TERM/JOINT ACCOUNTABILITY PLAN**

Once the start-up activities are well underway and the baseline data are obtained (estimated timeline January 2013), Futures and EAA will, together, develop a long-term accountability plan to include indicators to measure Special Education students' student achievement progress. For example, the joint effort will look at indicators of success as shown in Attachment E. Some of the indicators as seen in the attachment, include, but are not limited to:

- **Graduation**
- **Dropout Data for Students with Disabilities**
- **Participation in Statewide Assessment**
- **Suspension/Expulsion Rates**
- **Educational Environments that Promote Inclusion**
- **Decrease percentage of over identified students**
- **Transitioning of students from special education to regular educational programs**

**SECTION 2.**  
**EAA DUTIES AND RESPONSIBILITIES**

- A. The EAA, without charge, will provide all necessary office and meeting rooms in the central office to enable Futures to render the special education consulting services provided for in this Agreement. The EAA shall further provide, without charge, all necessary maintenance, housekeeping, utilities, and other media services (e.g., telephones, video conferencing, office parking, and internet access, etc.).
- B. The EAA, without charge, will provide appropriate office and/or student supplies such as paper, testing materials, etc.
- C. The EAA shall provide Futures with unencumbered access to all appropriate student records including IEPs, history and schedules.
- D. The EAA will have complete responsibility for all legal fees associated with special education legal processes (e.g., mediations, due process, etc.).
- E. The EAA will collaborate with Futures staff to plan and deliver the appropriate and agreed upon professional development activities provided to their employees.
- F. The EAA shall be responsible for keeping Futures informed as to any EAA policy and procedural changes.
- G. The EAA shall identify areas/issues of difficulty and work collaboratively with Futures to suggest and discuss means and methods to overcome the complexities in order to provide quality services.
- H. The EAA shall designate an individual(s) to serve as a liaison to Futures to openly communicate any issues that may arise and work collaboratively with Futures staff to resolve.

**SECTION 3.**  
**COMPENSATION**

The EAA shall compensate Futures for services rendered in accordance with the respective Fee Schedules set forth in Exhibits A, B, C, D and E attached hereto. The EAA agrees, within forty-five (45) days of receipt of invoice, to pay to Futures the stated amount. Any charges which become past due will be assessed finance charges of 1.5% per month (18% per annum) as well as all expenses, court costs, and reasonable attorney's fees incident to collection.

- A. The EAA will agree to pay invoices upon presentation. Invoices that are not paid within forty-five (45) days of presentation will serve as cause for Futures to terminate the agreement immediately. In the event that EAA reasonably disputes any amount that appears on an invoice received from Futures, the parties shall work together in good faith



to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Futures shall continue to provide all of the services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Futures or otherwise be considered a basis for termination of this Agreement.

#### **SECTION 4. TERM AND TERMINATION**

**A. TERM** – The term of the Agreement shall commence as the Effective date hereof and shall continue in full force and effect for an initial term of three (3) years. Unless either party elects to terminate this Agreement at the end of the original term or any renewal term by giving written notice to the other party at least thirty (30) days prior to the expiration of the then-current term, this Agreement shall be automatically renewed for additional terms of one (1) year each.

**B. TERMINATION** –EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty (30) days written notice of such termination to Futures.

1. Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty (30) days after written notice describing such breach is given to the breaching party.
2. This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Futures to perform the services that it is obligated to perform hereunder in a timely manner or breach by Futures of the provisions of Article VI.
3. Upon the expiration or termination of this Agreement or a Service Order for any reason, Futures will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Futures will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Futures waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other

economic loss arising out of or resulting from such termination or expiration.

## **SECTION 5. DISPUTES**

**A. Informal Dispute Resolution.** EAA and Futures will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten (10) business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

**B. Mediation.** There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten (10) days of termination of the negotiations under Section 5.A, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

**C. Binding Arbitration.** Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 5.B, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 5.C, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There

will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

## **SECTION 6. INSURANCE**

**A.** At all times during the term of this Agreement, Futures shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

1. Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Futures under this Agreement, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

2. Commercial Automobile liability with limits of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.
3. Worker's compensation insurance in amounts required in accordance with applicable laws.
4. Errors and Omissions/Professional liability with limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

**B.** Upon request by EAA, Futures shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 6. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Futures shall have new insurance policies in place that meet the requirements of this Section 6.

#### **SECTION 7. SOLICITATION OF FUTURES' EMPLOYEES**

The EAA hereby agrees that it will not, without prior written consent of Futures, employ, recruit, retain or in any way contract with, or cause or assist any other party to employ, retain or in any way contract with, any Futures employee or any person or entity that the employee is associated with, whether directly or indirectly by way of ownership, management, operation, or control for a period of two (2) years after said employee leaves the employ of Futures. The EAA will not employ, retain or in any way contract with a third party that provides the services of a former Futures employee for a period of two (2) years after said employee leaves the employ of Futures. Further, The EAA agrees not to induce any employee in the employ of Futures to leave his or her employment. The EAA agrees that the damages suffered by Futures arising out of any interference with Futures and its employees by The EAA are not calculable. Therefore, The EAA agrees that in the event of a breach of this Section 7, liquidated damages are appropriate, and any such breach will subject The EAA to liability for liquidated damages in an amount equal to one (1) year's salary of the employee plus Futures' reasonable attorneys fees and court costs incurred in enforcing this Section 7 or in collecting sums due hereunder. The EAA agrees that any such liquidated damages are not a penalty. This remedy is not exclusive and Futures may also seek an injunction against The EAA and pursue any and all other legal remedies.

#### **SECTION 8. INDEMNIFICATION**

To the extent permitted by law and the Constitution of the State of Michigan, the EAA hereby agrees to indemnify and hold Futures free and harmless from and against any and all claims or

liability, (including any court costs and reasonable attorney's fees) arising out of discharge (or the lack thereof) of The EAA's duties under the terms of this Agreement. Furthermore, Futures hereby agrees to indemnify and hold The EAA free and harmless from and against any and all claims or liability (including court costs and reasonable attorney's fees) arising out of the discharge (or the lack thereof) of Futures duties under the terms of this Agreement.

## **SECTION 9. INDEPENDENT CONTRACTOR**

Although it is necessary for strong collaboration between EAA and Futures, it is expressly understood and agreed by the parties that, in providing services under this Agreement, Futures shall at all times act as an independent contractor and not as an employee of The EAA. Furthermore, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation.

## **SECTION 10. BOOKS AND RECORDS**

**A.** Upon written request of the U. S. Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Futures shall make available to the Secretary those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services hereunder. Such items shall be available for inspection for up to four (4) years after the rendering of such services. This section is pursuant to, and is governed by, the requirements of Public law 96-499-9521 (1861 [v] [1]) of the Social Security Act and regulations promulgated thereunder.

**B.** Standard of Care. Futures acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Futures will protect EAA's Confidential Information with the same degree of care as Futures uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Futures shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Futures may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Futures or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 10. Further, Futures shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Futures agrees to immediately notify EAA in the event Futures becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

**C.** Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Futures, and may include, but is

not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Futures can document: (i) was generally available to the public at the time it was received by Futures, (ii) was known to Futures, without restriction, at the time of disclosure, or (iii) was independently developed by Futures without any use of the Confidential Information.

**D. Return of Confidential Information and Records.** Upon expiration or termination of this Agreement, Futures shall promptly return to EAA all Confidential Information and records (including all case files, daily notes taken by consultants, IEP's, progress notes and quarterly reports) of EAA and all copies, or at EAA's option, Futures shall destroy the Confidential Information.

## **SECTION 11. MISCELLANEOUS**

**A. AMENDMENTS** – This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be operative and valid, they shall be reduced to writing and signed by both parties.

**B. NOTICES** – Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if sent by certified mail to the following addresses:

**EDUCATION ACHIEVEMENT AUTHORITY  
John Wm. Covington, Ed.D., Chancellor  
3022 West Grand Boulevard, Suite 14-652  
Detroit, MI 48202**

**FUTURES EDUCATION OF MICHIGAN, LLC  
Brian Edwards, M.Ed., Chief Operating Officer  
136 William Street  
Springfield, MA 01105**

**C. WAIVER OF BREACH** – Waiver of breach by either party of the terms and provisions of this Agreement at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same, or of the other, terms of provisions of the Agreement at any time or times.

**D. DISCRIMINATION** – Futures agrees to comply with Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (formerly the Department of Health, Education and Welfare) (45 C.F.R., Part 890) issued pursuant to that Title, to the end that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, or age

be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Future's activity.

**E. NO THIRD PARTY BENEFICIARIES.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

**F. EXPENSES.** Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

**G. FURTHER ASSURANCES.** Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

**H. GOVERNING LAW –** This Agreement shall be subject to, and governed by, the laws of the state of Michigan and all questions concerning its validity, construction, and administration shall be determined in accordance with such laws.

**I. SEVERABILITY –** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**J. ENTIRE AGREEMENT –** This Agreement constitutes the entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes any and all other agreements oral and/or written between the parties with regard thereto.

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**IN WITNESS WHEREOF,** the parties hereto executed this Agreement the day and year first hereinabove written.

**EDUCATION ACHIEVEMENT AUTHORITY**

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FUTURES EDUCATION OF MICHIGAN, LLC**

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Attachment A**

### **Management of Special Education Services for the Education Achievement Authority (EAA)**

#### **Further Description of the Scope of Work, Timelines, and Deliverables**

The scope of the management partnership is to address the learning needs of approximately 1,400 students with educational disabilities in the Detroit area who will be entering the twelve (12) non-charter EAA schools in the 2012-13 academic year. This work will be described in three (3) components:

Component 1: Design and create a management, organization and implementation plan for providing special education services;

Component 2: Manage the organization and operation of an operational management team to implement an agreed upon plan;

Component 3: Recruit, train, coach and provide team chairs to support students with educational disabilities.

#### **COMPONENT 1: Design and create a management, organization and implementation plan for providing special education services.**

The team is comprised of special education senior specialists with expertise in practice and regulatory issues specific to Michigan, Detroit, and Federal requirements. An operational plan will be designed to “provide a new, stable, financially responsible set of special education supports that create conditions, supports, tools and resources under which teachers can help students make significant academic gains” consistent with the mission of EAA.

Futures and EAA believe that the success of special education in EAA will be grounded in the following principles:

- Special education is not a place but is a service to access the general education curriculum;
- Special education is a support that is based on full inclusion in general education classrooms and consultation and Response to Intervention delivered in the general education classroom;
- Research based, coherent and rigorous standards based supports that meet the needs of diverse and challenged learners lie at the core of sound instruction;
- A culture of metrics and measurements in the application of service delivery including entrance and exit criteria, personalized instruction, statistical analysis of time utilization, and the utilization of data;
- A commitment to the engagement of parents and guardians in the education process in a school community supporting children with educational disabilities with high expectations and continuous improvement; and
- Supporting students with disabilities which requires close collaboration with the entire school community focusing on response to intervention, a well -defined pre referral process, consultation support system, and a commitment to full continuum of students and services.

#### Timeline and Deliverables\*

The work of this team will be to carefully plan out the initiation and operation of special education services and will work in close collaboration with EAA leadership. There are a number of tasks to be addressed for the upcoming school year and the following time line is recommended:

**May 22– June 15, 2012:** The planning team will prepare the proposed start-up and implementation plan. The plan will be presented to EAA leadership for input, revisions, and approval.

**May 22, 2012 – September 30, 2013:** The planning team will implement the approved plan and operate a “turn- key” special education program that will include the hiring and oversight of all leadership and support staff.

**July 1, 2012 – September 30, 2013:** Futures will recruit, train, and fully deploy Team Chairs for all special education students at a ratio of one (1) team chair for every 125 students.

*\*Note: The timelines are dependent upon the official start of the contract.*

The planning team will accomplish the following tasks:

- A complete review of IEPs for all students enrolled in the twelve (12) EAA schools with a statement of students' needs;
- Prepare a complete profile of all special education programs in the twelve (12) schools involved in transition with special attention to the pre-referral processes, identification practices of special education students, reliability, measurability, and curricular alignment of the IEPs;
- Where state and federal regulations permit, redesign all programs to create an inclusion-based delivery system;
- The design of turn- key management to operate the special education delivery system;
- A plan for recruitment and training of all special education staff based upon identified student needs. Futures will recruit all paraprofessionals, physical and occupational therapists, speech and language pathologists, social workers, nurses, behavior interventionists, and psychologists;
- A professional development plan will be developed for all special education staff in alignment with EAA mission and initiatives;
- Identification of all regulatory and compliance parameters in the delivery of services;
- The planning team will study and address, where appropriate, all issues identified in the Special Education report submitted to EAA in March, 2012;
- A plan for ongoing communications with all members of the school community, especially parents and guardians of students with disabilities; and
- Identify programmatic and curricular integration between general and special education.

**COMPONENT 2: Manage the organization of an operational management team to implement an agreed upon plan.**

Futures will identify, train and mentor a turn-key special education management team. This management team will include the following parameters:

- Be comprised of licensed and experienced director(s) of special education;
- Provide all support staff including supervisors, office support personnel;

- Access best practice research, professional development interventions, and complete technical consultation in all areas of special education practice;
- Implementation and routine reporting of all metrics agreed upon with EAA leadership;
- Ensure complete compliance with all state and federal regulations;
- Ensure complete compliance with all IEP requirements;
- Ensure an authentic and comprehensive delivery system consistent with the guidelines previously identified;
- Ensure the appropriate support for students with disabilities in an education community with high expectations for learning and success; and
- Ensure regular and consistent quality assurance including communications with principals, designated EAA staff, parents, and guardians.

### **COMPONENT 3: Recruit, train and coach team chairs to support students with educational disabilities.**

Futures will recruit, train, place, and mentor Team Leaders who will coordinate all IEPs and services for students with disabilities and with consistent principles and procedures. Futures believes that this position is essential and pivotal to the efficient and effective operation of special education services.

Team Leaders will function in a culture that emphasizes measurement, best practice, case management and consistent supervision. Team Leaders will maximize and ensure uniform best practices across the parameters of efficiency and effectiveness with respect to design, delivery, management, accountability and cost containment. Weekly case supervision and communications with building principals are keys to effective delivery. Team Leaders and management will provide practical, understandable and prompt communications, including caseload management reports, individualized statistical analyses and quality assurance reviews.

Team Leader Staffing will be based on a ratio of 1:125 students with educational disabilities. Should there be a shortage of certified special education teachers, Futures and EAA will revisit the staffing ratio.

#### **Deliverables**

- Management of the IEP process to ensure timely documentation, compliance with regulations, and best practices.

- Management of the delivery system to ensure that inclusion programs are more effectively utilized and special education and therapy programs are well integrated into all educational services.
- Ensure that all appropriate funding is accessed from the Medicaid program with full compliance with all regulations and procedures.
- Make available all personnel and technical resources needed to design and support alternative programs to meet students' needs.
- Maximize efficiency of administrative tasks such as management, reporting, and recruiting.
- The design of a data-driven delivery system with performance and financial benchmarks.
- Ensure uniform entry and exit criteria for related services, paraprofessional supports and special education placements.
- Review, analyze, and report on referral, evaluation and discharge patterns.

### **Benchmarking and Successful Measurements**

The following are agreed-upon benchmarks that constitute a basis for determining a successful management project:

- A special education program driven by inclusion and best practices as indicated by continuous quality assurance;
- Appropriate admission, program modification and discharge of students through the IEP process with benchmarking data;
- Compliance with IEP regulations as indicated by regular and consistent quality assurance reports; and
- Recruitment and retention of expert staff who reflect experience and background in urban environments.

### **Program Assurances to EAA for Special Education Delivery**

- A completely operational and turn key management component reporting directly to EAA central office leadership.
- Cost avoidance associated with improved management as outlined in the fee schedule.

- Significant addition of data and corresponding analysis that will reengineer the delivery system and provide blueprints for reporting and compliance activities, and thus providing a model of evidenced based practice.
- Emphasis on an educational delivery model that requires collaboration with parent and guardians, general education teachers, principals and other stakeholders.
- Utilization of consultation and supervision in order to promote a common vision of special education supports that establishes a continuum of supports.
- Development and implementation of a comprehensive plan that will lead to a significant reduction in the reliance on substantially separate programs and traditional resource models.
- Emphasis on “stakeholder“ and “customer“ service that will ensure the integration and collaboration of general and special education as well as developing meaningful communication with parents and guardians.
- Commitment to recruit staff well experienced in urban and special education who can serve as mentors and role models for students.
- Develop a learning “culture" that is performance and evidence-based, accountable, and robust.
- An assured commitment to confidentiality and appropriate transparency.
- Effective utilization of flexible teams of experts to redesign and address new challenges with high degrees of responsiveness.

### **Timelines for Project Management\***

#### **May- June 15, 2012**

- Futures will design, develop and create an operational plan for providing special education services to 1,400 EAA students at 12 schools. Presentation for EAA approval on or before June 15.

#### **May, 2012**

- The Futures team will recruit for key leadership positions and the supervisory team for special education delivery. Futures will make preparations for office capabilities, initiate a review of all IEPs and identify appropriate service requirements and descriptions.

- Review of all IEPs using a best practice checklist/criteria.
- Recruit senior staff, supervisory staff and office support.

### **June 1, 2012**

- Finalize the recruitment of all Team Leaders.
- Finalize the recruitment of teachers and specialist staff.

### **June 30, 2012**

- Final report on review of all education plans with a recommended staffing pattern identified.

### **July 15, 2012**

- Staffing pattern identified with programmatic modifications presented in staged interventions.
- Professional development plan in place.
- Presentation of service support plans to EAA for feedback and approval of services.

### **August, 2012**

- Team Leader staff hired and trained by Futures and EAA.
- Teacher and specialist staff hired and trained by Futures and EAA.
- Orientation of all staff conducted.

### **September, 2012**

- Begin regular and consistent monthly reports to EAA:
  - Parent and guardian communications;
  - Regulatory and compliance;
  - Report on services to children: missed sessions, admissions and discharges, program modification, PD events etc.;
  - Data on children involved in inclusion programs in general education;
  - Communications with building principals; and
  - Report on the design of alternative programs and supports.

### **October, 2012**

- Begin monthly meetings with parents and guardians.

- Monthly meetings with building principals.
- Monthly meetings with EAA.
- Monthly PD as appropriate.
- On-going reporting to EAA relative to programmatic and staffing delivery and accountability.

*\*Note: The timelines are dependent upon the official start date of the contract.*

### **Pricing Proposal Terms and Conditions**

Futures has a demonstrated capacity to provide high quality services while managing and controlling costs in close collaboration with EAA management. The price for the aforementioned services includes the following:

- All director, management, supervisory and team leader staff to support the special education service delivery needs of 1,400 children;
- All secretarial, support and office staff necessary to support this service delivery;
- All desks, office furniture, office equipment, computers, access to Futures' IT student tracking and 30 units of Professional Development per academic year [please see PD offerings in Attachment D];
- All technical resource to provide consultation on all areas of service in special education; and
- All benefits, salaries, professional insurances, worker's comp, travel and transportation of staff.

This price proposal does not include:

- Office space including internet access and office parking;
- Office or student supplies such as paper, testing materials, postage etc.; and
- Paraprofessional or related/specialist services staff.

The cost of this management support is \$1,600 per student per year or \$133.33 per student per month for twelve (12) months. Both EAA and Futures understand the student census may be a variable number. The contract period will be from May 22, 2012 to April 30, 2015 and can be



terminated by either party with thirty (30) day prior written notice. The rate can be adjusted prior contract renewal or on an annual basis.

In order to accommodate the needs of the program start- up as well as variable census, it is agreed that EAA will compensate Futures according to the following schedule:

1. During the period of start-up and initial implementation, from May 22, 2012 through September 30, 2012, Futures will be compensated at a rate of \$186,666 per month on a per capita schedule of 1,400 children at a cost of \$133.33 per child per month.
2. Beginning October 1, 2012 and thereafter, Futures will be compensated at a rate determined by a verified actual census number, agreed to by both parties, which will be identified by the 10<sup>th</sup> day of the following month. For example, on October 1, 2012 Futures will be reimbursed for \$186,666 or \$133.33 per month for 1,400 children. On November 1, 2012, Futures will be reimbursed for \$186,666 or \$133.33 per month for 1,400 children. On November 10, EAA and Futures will agree on the October census number and the payments due on December 1 will be adjusted up or down based on the census data. In any event, Futures will submit an invoice on a monthly basis and EAA will provide payment on the effective date of this contract and paid the same day of each month thereafter.

To restate, the content in “Section 3, Compensation” in the main contract specifies the issues assorted with untimely payments.

Given that there will be an ongoing need to provide special education management services and that the census will vary, it is understood the EAA will provide baseline funding regardless of census at minimum of 500 children per month at \$133.33 per month for the duration of the contract.

## **Attachment B**

### **The Provision of Professional Services to Twelve (12) EAA Schools**

#### **Introductory Commentary**

##### **Scope of Services**

\*Futures commits to providing in accordance with State, Federal and EAA rules and regulations to twelve (12) EEA schools:

- Physical Therapy
- Occupational Therapy
- Speech and Language Therapy
- Psychological Evaluations
- Behavioral Intervention
- Nursing

***\*Note: Similar services can be provided to the three EAA charter schools under a separate contract.*** Futures commits to meeting the following priorities and goals with a dedicated, full-service clinical and management team:

- Access to an experienced educational-clinical management team with a demonstrated track record of delivering outstanding results and resources for school-based programs;
- Access to service providers (comprising those clinicians providing the services detailed in this document) who can support both the special education-related (i.e., Individualized Education Programs) and general-education related (e.g., Response to Intervention) needs

of EAA students;

- Maximizing and ensuring uniform best practices for the EAA’s educational-therapeutic programs across the parameters of efficiency and effectiveness with respect to design, delivery, management, and accountability;
- Provision of practical, understandable, and prompt communications, including caseload management reports, individualized statistical analyses, and quality assurance reviews; and
- The provision of substantive professional development opportunities for staff relating to a variety of topics within special education by experienced and credentialed staff.

## **Service Delivery Activities**

### **Supervision and Oversight**

Futures is committed to the appropriate supervision of staff and management of the clinical program for the EAA. Service provision and management will be provided in accordance with:

- Standards set by discipline-specific national certifying organizations (e.g., American Speech-Language Hearing Association; American Occupational Association; American Physical Therapy Association; National Association of School Psychologists; and the National Association of School Nursing;
- Federal standards required by the Individuals with Disabilities Education Act and state standards required by the Michigan Department of Education; and
- Internal standards and requirements set forth by the senior leadership team at EAA, and the high standards set by Futures Education.

### **Service Delivery**

An important factor that Futures recognizes is the need for consistency in a student’s life. Therefore, our mission is to promote and maintain a consistent relationship between a therapist and the student on his/her caseload for the academic year. Futures has a strong commitment to recruitment and retention of clinical staff, which translates into stability in the delivery of clinical services. Additionally, Futures understands the challenging budgetary constraints of EAA, as with virtually all other educational entities nationwide. Therefore, our commitment to the EAA’s schools is not only to provide high quality clinical services to students, but to customize and deliver the management tools needed to maximize contract clinical budget dollars. These tools emphasize:

- Uniform entry and exit criteria;

- Monthly caseload management reports, including discharge data review;
- Statistical analysis of service providers' time utilization;
- Integration with EAA special and regular education staff;
- Clinical schedule management; and
- Emphasis on inclusion, parent engagement and outcome- based interventions.

### **Theoretical Orientation and Delivery of Clinical Services**

- Futures is partners with schools to enhance solutions by improving efficiencies and effectiveness of clinical programs. A partnership with Futures will provide the EAA not only with clinical delivery and management expertise, but with the recruitment capacity that will ensure consistency of services for EAA students throughout the academic years of EAA oversight. All service providers are employees of Futures<sup>1</sup> and are managed to the highest of standards. For EAA, Futures' service providers will maintain and adhere to appropriate state licensure laws and will meet all other suitable and required qualifications.
- In keeping with the emergence of a Response to Intervention (RTI) paradigm, Futures' staff members will work closely with EAA leadership, administrators, and educators to ensure that therapeutic services are provided proactively to allow students optimal benefit from our service providers' expertise without the need to immediately qualify them for direct services under the aegis of special education.
- The staff of Futures recognizes the primacy of the IEP, not just as the legal centerpiece of a student's education, but as a critical accountability and performance tool for service providers. Consequently, it is our view that IEPs need to be written in such a manner that they capture performance that minimizes subjectivity and allows the IEP team the most valid results with which to determine future programming needs. These principles apply to all EAA and Futures stakeholders that are addressing goals within the IEP including special education teachers, behavioral health providers, and other specialists.
- When direct services are required, in keeping with the mandated educationally-based nature of school-based services, related services may be best provided via an in-class, integrated model. In this manner, generalization of learned skills may be more easily transferable to the classroom.

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<sup>1</sup> *Futures service providers* refer to staff either directly employed by, or contracted through, Futures

- Futures' service providers will conduct evaluations and provide appropriate treatment on each student referred for services by the IEP team. Our service providers perform comprehensive evaluations, which include reference to specific criteria to help determine whether a student requires active clinical intervention, or whether his or her needs can best be met in the classroom setting by regular or special education staff. Futures' service providers will be available to meet with the appropriate school staff to assist in developing IEPs for each student and will be available for parent conferences.
- Futures believes strongly that special education is a service, not a "place." Therefore, clinical services should not last any longer than is required for the student to access their general curricula. Our service providers set goals and objectives that are functional, outcome oriented, and that include specific, individualized discharge criteria. In fact, once all appropriate progress monitoring (whether formal or informal) has taken place, it is not uncommon for Futures' service providers to recommend discharge at the initiation of clinical programming. This emphasis reinforces the fact that clinical services should be time limited and that successful clinical programs are designed to achieve goals in the shortest appropriate time. Active attention to discharge planning not only ensures that students receive services only for a period of time that is clinically appropriate, but it "frees up" valuable clinical time that should be committed to meeting the needs of students remaining eligible for the services.
- Futures' service providers and management staff are well-experienced with IEP compliance and development. In addition, our management team monitors service providers' productivity and caseload/time management, provides appropriate supervision of service providers and performs regular quality assurance reviews of direct treatment as well as documentation audits. These services will be provided on a regular basis and in accordance with each student's IEP. Futures understands that school sites/caseloads will be assigned and/or reassigned based on the needs of EAA.
- The practice at Futures is that service providers will become part of the EAA team at each site, performing evaluations and treatment on property owned or operated by EAA and will attend mandatory staff development meetings as directed.
- Futures staff will generate school/home carryover programs, allowing consistency of therapeutic intervention when students are not in school. These carryover opportunities are intended to maintain success of therapeutic intervention when students are not in school, thus preventing regression of learned skills.
- Futures is prepared to meet all documentation and invoicing requirements of the EAA system, including providing a monthly invoice that lists the name of each student, description of the treatment and/or results of the evaluation and verification of services rendered. Futures also agrees to provide EAA leadership, or designated individual(s), an accurate list of staff that have signed an employment agreement and are available to work in designated EAA programs for the 2012-2013 school year. All mandatory service provider licensing will be completed and verified by Futures and will be made available to EAA upon request.

## **Procedural Considerations and Commitments**

- Futures would be the exclusive provider of speech and language, occupational, physical, psychology, behavioral intervention, and nursing services for EAA. All services will be organized to meet the requirements of IEPs, referrals, and reporting requirements. Futures will take direction from the management team of EAA, and other designated EAA staff.
- Futures will be empowered by EAA leadership to be the manager of all clinical services in the specific domains previously identified. Futures will be charged with managing caseloads to ensure:
  - (a) Efficiency and effectiveness of the related service providers;
  - (b) Development of inclusion models, appropriate utilization of assistants, and consult and carryover interventions in order to improve educational outcomes and promote cost-avoidance measures;
  - (c) Improvement in communication with parents/guardians and advocates; and
  - (d) Provision of weekly/monthly reports to the EAA administrators and staff about all aspects of the program.

## **Additional Commitment to EAA**

- Futures commits to EAA to provide related services during regular school hours on days that the schools are open, and at facilities as directed, or at other times at the request of designated EAA personnel. Futures has the capacity to ensure staffing as appropriate supported by the supervision and availability of all managers. Futures will, at its sole cost and expense, contract with or hire, maintain or expand its staff in order to accommodate the EAA's demands for services, while maintaining high quality student services.
- Futures will perform other such services as are typically performed by service providers and shall follow and abide by the general code of ethics and standards of practice of discipline-specific national certifying organizations, by requirements set for the State of Michigan, by standards set by EAA, and by Futures' own high standards of quality.
- Futures will provide services as an independent contractor and not as an agent or employee of EAA. Futures' employee administrative costs including social security, worker's compensation, unemployment, liability insurance, and other associated costs will be the sole responsibility of Futures. Futures will ensure that all subcontractors working with EAA have the same in place.

- Futures’ service providers will be available to attend all meetings pertaining to Individualized Education Programs and will be available for parent conferences.
- Given the fact that EAA’s need for service providers will vary over time, Futures has the capacity to augment our core staff through an aggressive recruitment program. Futures has created a dedicated recruiting department that will focus on matching the needs of EAA students with highly qualified candidates. The efforts of the Futures’ recruiting unit will have a primary focus on the needs of EAA to ensure consistent staffing throughout the term of the contract. Whether service providers working within EAA are part of our established team or are new to Futures, we emphasize dual lines of accountability. Service providers are accountable to Futures management for the quality of their clinical work but, at the same time, they are also aware of reporting responsibilities to EAA administration.
- It is the policy of Futures to offer equal employment opportunity to all persons without regard to race, color, religion, gender, age, national origin ancestry, marital status, disability of any other status protected by law. This policy is intended to apply to recruiting, hiring, promotions, layoffs, compensation, benefits, termination, and all other privileges, terms, and conditions of employment. Futures employs a rigorous process to meet state-mandated background checks for employees that will be working with students. Futures will complete criminal background checks on all staff working in EAA. Futures will ensure active communication directly with the human resources unit at EAA concerning licensure and change in employee base.
- EAA will also benefit from a proprietary electronic tracking system developed by Futures which yields information relative to caseloads, service provider time utilization, and billing. Individual reports will be tailored to the specific needs of EAA.
- As detailed in Attachment D, the staff of Futures Education commits, as part of the overall price proposal, a professional development activity each month of the academic school year, on any topic of the EAA’s choosing.

### **Pricing Proposal Terms and Conditions**

Futures will provide the following services on an hourly fee (except in the case of Psychology Services which will be provided on a “per evaluation” fee) basis:

<b>Discipline</b>	<b>Rate/Fee (\$)</b>
Physical Therapy	85.00/Hour
Occupational Therapy	85.00/Hour
Speech-Language Therapy	85.00/hour
Nursing	60.00/Hour
Behavioral Intervention	80.00/Hour

Psychology Services	\$850.00/Evaluation
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Services will be billed by the 10<sup>th</sup> of the following month for services rendered.

To restate, the content in “Section 3, Compensation” in the main contract specifies the issues assorted with untimely payments.

## **Attachment C**

### **The Provision of Paraprofessional Supports for Twelve (12) EAA Schools**

#### **Scope of Work**

Futures proposes that there is an opportunity for EAA to provide paraprofessional supports to students with special needs through a thoughtful and consistent supervision approach emphasizing metrics and measurement, performance and outcome data, continuous professional development, and training.

#### **Scope of Services**

Based on an analysis of the EAA’s special education needs, Futures recognizes that priorities include:

- Access to an experienced management team with demonstrated capabilities to meet agreed upon financial and operational benchmarks;
- Access to well-trained education support personnel who can support the special education-related (i.e., Individualized Education Programs, and Response to Intervention) needs of EAA students;
- Maximizing best practices in educational supports;
- Controlling costs, thereby allowing the EAA to provide on time paraprofessional delivery consistent with IEPs; and
- Receiving practical, understandable, and prompt communications, including caseload management reports, individualized statistical analyses, and quality assurance reviews.



Additionally, Futures commits to fulfilling EAA goals of:

- Maximizing the quality of paraprofessional services, thereby allowing EAA to become a center for best practices in special education;
- Developing consistency of processes in qualifying students for a continuum of paraprofessional supports;
- Managing the appropriate utilization of providing paraprofessional services;
- Establishing the consistency of the quality of paraprofessional services by incorporating uniform best practices; and
- Maximizing the efficiency of administrative tasks such as management, reporting, recruiting, evaluating, and monitoring student and paraprofessional assignments.

## **Activities**

### **Supervision and Oversight**

Futures is committed to the appropriate supervision of staff and program development. Supervision will be provided in accordance with:

- Standards of consistent and systemic procedures for assignment and delivery of paraprofessional supports;
- Standards of quality assurance in the daily provision of paraprofessional supports that are transparent to stakeholders including principals, teachers, and parents; and
- Internal standards and requirements set by the senior leadership team at EAA and the high standards set by Futures.

In addition, Futures' management staff will be responsible for the overall supervision of the paraprofessional staff to ensure the most cost-effective utilization of paraprofessional resources, and to monitor their contribution to optimizing student academic achievement, functional independence, and access to his or her curriculum in the Least Restrictive Environment (LRE).

### **Service Delivery**

Futures has assembled a team to carefully examine the specific needs, objectives, and deliverables important to EAA. Based on this analysis, our understanding of the overall project scope is to provide the EAA's students with qualified, committed, trained, and well-managed paraprofessional staff.

An important factor that Futures recognizes is the need for consistency in a student's support services. Therefore, our mission is to promote and maintain a consistent relationship between a paraprofessional and the student's program. To this end, Futures has maintained a strong commitment to recruitment and retention of staff, which translates into stability in the delivery of paraprofessional services. Our commitment to the EAA's schools is not only to provide high quality paraprofessional services to students, but to customize and deliver the management tools needed to maximize paraprofessional resources. These tools emphasize:

1. Uniform entry and exit criteria.
2. Monthly caseload management reports, including discharge date review.
3. Statistical analysis of paraprofessional's time utilization.
4. Paraprofessional schedule management.
5. Integration with EAA special and regular education staff.
6. Professional development.
7. Performance-driven metrics.

### **Theoretical Orientation and Delivery of Paraprofessional Services**

- Futures is not a staffing agency, but partners with schools to enhance solutions by improving efficiencies and effectiveness. Futures will achieve this by promoting cost-containment strategies for paraprofessional services and program management. A partnership with Futures also ensures that Futures is responsible for delivering excellent services at a documented and guaranteed cost avoidance. For EAA, Futures' paraprofessionals will maintain and adhere to appropriate and ongoing training and performance standards. Futures managers will conduct ongoing monitoring of the effectiveness and efficiency of paraprofessional supports.
- Our managers are well-versed in understanding the goals and objectives that are functional, outcome oriented, and that include specific, individualized discharge criteria. In fact, it is common for Futures' managers to discuss discharge dates at the initiation of paraprofessional programming. This emphasis reinforces the fact that paraprofessional supports should be time-limited and that successful programs are designed to achieve goals in the shortest appropriate time. Active attention to discharge planning not only ensures that students receive services only for an appropriate period of time, thus promoting EAA compliance with the "spirit" of LRE, but it "frees up" valuable paraprofessional time that should be committed to meeting the needs of a greater number of students.
- The staff of Futures recognizes the primacy of the IEP, not just as the legal centerpiece of a student's education, but as a critical accountability and performance tool for service providers. Consequently, it is our view that, IEPs need to be written in such a manner that they capture performance that minimizes subjectivity and allows the IEP team the most valid results with which to determine future programming needs.

- Futures' management staff is well-experienced with IEP compliance. In addition, our management team monitors paraprofessional's productivity and caseload/time management, provides appropriate supervision of paraprofessionals and performs regular quality assurance reviews of direct contact as well as documentation audits. These services will be provided on a regular basis and in accordance with each student's IEP. Futures understands that school sites/caseloads will be assigned and/or reassigned at the discretion of the EAA leadership based on the needs of EAA and available staff as reported by the department. The practice at Futures is that paraprofessionals will become part of the EAA team and will attend mandatory staff development meetings as directed.
- Futures is prepared to meet all documentation and invoicing requirements of the EAA system, including providing a monthly invoice that lists the name of each student and program, description of the paraprofessional support and verification of services rendered. Futures also agrees to provide the EAA leadership or designated individuals, an accurate list of staff that have signed an employment agreement and are available to work in designated EAA programs for the next school year. All mandatory background reviews will be completed and verified by Futures and will be made available to EAA upon request.
- Futures will ensure full compliance with all IEP requirements and will work with requisite personnel to ensure the EAA has all data for utilization of paraprofessional resources.

### **Procedural Considerations and Commitments**

1. Futures would provide paraprofessional services as well as management of these staff. All paraprofessional supports will be organized to meet the requirements of the EAA.
2. Paraprofessional services provided by Futures will focus on:
  - a) Efficiency and effectiveness of paraprofessional services.
  - b) Participation in inclusion models and carryover interventions to improve outcomes and reduce cost.
  - c) Improvement in communication with principals, teachers, general education parents and advocates.
  - d) Provision of a focused review of paraprofessional programs.
  - e) The reassignment and redeployment of paraprofessional staff to improve student performance.
  - f) Provision of ongoing data to assist in the decision making process to increase, continue, or to diminish paraprofessional services within the context of standardized exit and entry criteria.

- g) Provision of bi-weekly reports to special education about all aspects of the program.
3. Futures will design and operate with EAA-approved entrance and exit criteria that will provide uniform access to all students for paraprofessional supports that will:
- a) Detail agreed upon standards.
  - b) Articulate eligibility categories.
  - c) Provide close coordination with behavior plans.
  - d) Detail a paraprofessional/aide support checklist.
  - e) Detail anticipated duration of paraprofessional supports.
  - f) Detail special training requirements.
  - g) Detail requisite physical interventions.
  - h) Detail requisite academic-educational interventions.
  - i) Detail behavioral interventions.
  - j) Detail monthly quality assurance reports.
4. Futures will provide a minimum of monthly training activities on topics relevant to assigned roles and responsibilities of the paraprofessional staff. All paraprofessional staff will be required to participate in and demonstrate competency in professional courses offered each month.

### **Additional Commitment to EAA**

- Futures has the capacity to ensure staffing is appropriate, supported by the supervision and availability of all company managers who are well experienced. Futures will, at its sole cost and expense, contract with or hire, maintain, or expand its paraprofessional staff in order to accommodate the EAA's demands for such services.
- Futures will provide services as an independent contractor and not as an agent or employee of EAA. Futures' employee administrative costs including social security, worker's compensation, unemployment, liability insurance, and other associated costs will be the sole responsibility of Futures.
- Futures' paraprofessionals will be available to meet with the appropriate school staff to assist in developing the EAA for each student and will be available for parent conferences as requested.

- Given the fact that EAA’s needs for paraprofessionals will vary over time, Futures has the capacity to augment our core staff through an aggressive recruitment program. Futures has created a dedicated recruiting department that will focus on matching the needs of EAA with highly qualified candidates. The efforts of the Futures’ recruiting unit will have a primary focus on the needs of EAA to ensure consistent staffing throughout the term of the contract. Whether paraprofessionals working within EAA are part of our established team or are new to Futures, we emphasize dual lines of accountability. Paraprofessionals are accountable to Futures management for the quality of their work but, at the same time, they are also aware of reporting responsibilities to EAA administration.
- It is the policy of Futures to offer equal employment opportunity to all persons without regard to race, color, religion, gender, age, national origin ancestry, marital status, disability or any other status protected by law. Futures employs a rigorous process to meet state-mandated background checks for employees that will be working with students. Futures will complete criminal background checks on all staff working in EAA. Futures will ensure active communication directly with the human resources unit at EAA concerning licensure and change in employee base.
- EAA will also benefit from a proprietary electronic tracking system developed by Futures which yields information relative to caseloads, paraprofessional time utilization, and billing. Individual reports will be tailored to specific EAA needs.
- The staff of Futures Education will provide, as part of the overall price proposal, ten (10) professional development activities on any topic of the EAA’s choosing. The professional development will be designed to foster the delivery of high quality paraprofessional supports to students.

### **Pricing Proposal Terms and Conditions**

Futures has a demonstrated capacity to provide high quality services while managing and controlling costs in close collaboration with school management. We are most successful in this activity when Futures has the responsibility for managing a discrete and identified part of the delivery system. Futures proposes an hourly pricing arrangement for the management and delivery of all paraprofessional services within EAA.

The cost of these services will be \$28.50 per hour.

This fee is all inclusive of:

1. All management, supervision and Futures software for assignment and tracking;
2. All compensation for paraprofessional employees including salary, benefits and associated employment costs; and

3. All professional insurances including liability, worker's comp and unemployment. Services will be billed by the 10<sup>th</sup> of the following month for services rendered.

To restate, the content in "Section 3, Compensation" in the main contract specifies the issues assorted with untimely payments.

## **Attachment D**

### **Futures Education Professional Development Offerings**

#### **Introductory Commentary**

Collectively, as school practitioners, administrators, and educators, Futures has experiential and empirical evidence (Darling-Hammond, Wei, Andre, Richardson, & Orphonos, 2009) supporting the theory that intensive professional development which is authentically and purposely embedded into a delivery system will have a transformational effect on a school and the educational processes.

The staff of Futures Education (Futures) is pleased to present a broad range of professional development opportunities to the EAA staff, designed to increase staff knowledge and to expand capacity through a variety of activities. These professional learning experiences are focused on special education and related services to enable recipients to transform delivery of services in a manner that increases effectiveness and efficiency.

The EAA Leadership can anticipate that Futures, as a professional organization, will integrate the following principles, themes, and expected outcomes in its work:

- Acquisition of knowledge that is actualized into measurable results.
- Coaching that is supportive, directive, and accountable.
- A focus on cost-containment and/or avoidance while maintaining and improving services.
- Establishment of qualitative and quantitative measures so that participants will be assured of the effectiveness of the work, which will include short- and long- term benchmarks as progress indicators.

- All coaching, training and professional development will be guided by research and best practices.

In order to optimize success, given the transformative work that will be undertaken, it will be important for Futures to have the endorsement, participation, and continued support of EAA leadership.

## **Proposed Professional Development Curricula**

### **Introduction**

All professional development will be conducted within the following protocols:

- Presentation of information by highly qualified professionals with particular expertise in requisite areas via learning formats that will allow for practical demonstration of the information.
- Practical application of the content within the academic and clinical milieu via generalization of learned information, techniques, and implementation strategies.
- Quality assurance via periodic review, data monitoring, and ongoing coaching and direction by the expert panel.
- Contextual appreciation of stakeholder satisfaction.
- Establishment of instructional quality, improvement, and assurance metrics:
  1. Pre and Post tests – (if appropriate);
  2. Confidential written course appraisals using a Likert-scale format; and
  3. Follow-up, confidential interviews with participants as appropriate.

The following identifies the advantages of professional development and directive coaching for teachers, administrators and related services providers:

- Enhancement and improvement in special education management capabilities.
- Cost avoidance associated with improved management.
- Significant addition of data and their corresponding analysis that will reengineer the delivery system and provide blueprints for improvement of reporting and compliance activities, thus providing a model of evidence-based practice.

- Emphasis on an educational-therapy delivery model that requires collaboration with parents, general education teachers, principals, and other stakeholders.
- Development of supervision in order to promote a common vision of what related services should be to support students.
- Emphasis on “stakeholder” and “customer” service that will ensure and integration and collaboration of related services into the general- and special- education classroom setting as well as to promote meaningful communication with parents.
- Development of a learning “culture” that is performance-based, accountable, and robust (i.e., a capacity to train others).
- A culture of evidence-based clinical practice with data analysis that shall be used to achieve optimal student outcomes.
- Effective utilization of flexible teams of experts to redesign and address new challenges with high degrees of responsiveness.

The professional development opportunities identified herein may be adjusted for specific audiences including school personnel as well as parents.

## **Pricing Proposal Terms and Conditions**

Futures Education agrees to provide, as a value-added benefit to the partnership between Futures and EAA and at no cost to EAA, up to thirty (30) units of professional development course offerings. After completion of the thirty (30) units, EAA agrees to pay Futures \$1,500 per unit for any additional unit selections.

### **Course Offerings**

#### **100 Using Curriculum Standards to Develop Effective IEPs**

##### ***Course Description:***

This offering will provide participants with information related to curriculum standards and the incorporation of these standards to Individual Educational Programs (IEPs) for students with disabilities. As increased attention is focused on national and state standards in specific subject areas, it is imperative that IEPs are aligned to these standards to enable students to acquire skills and proficiencies consistent with general education requirements and to be able to demonstrate these skills appropriately. This course offering can be catered to specific subject areas, grade levels, and curriculum standards. The primary focus of this activity will be to review general curriculum standards, identify strategies, and methodologies to make adjustments appropriate to student learning capacities and needs, and to incorporate these standards into meaningful and measurable IEP goals and objectives. The course can be differentiated to meet the specific needs



of general and special education teachers, related services providers, administrators, paraprofessionals or parents.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to five days.

**101 Least Restrictive Environment**

***Course Description:***

The provision of special education instruction and services in the least restrictive environment (LRE) is a fundamental principle required by federal and state laws. This offering will provide participants with an overview of the concept of LRE to guide the development of IEPs as well as strategies for implementing LRE within school systems, schools, and classrooms. The course can be differentiated to meet the specific needs of general and special education teachers, related services providers, administrators, paraprofessionals or parents.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to five days.

**102 Integrated Co-Teaching**

***Course Description:***

This course will provide participants with a functional knowledge of collaborative teaching between general and special education teachers. This model provides students with the benefits of special education strategies and instructional expertise coupled with the content area expertise and enriched classroom environment of a general education setting.

***Core Learning:***

- Participants will be provided with information related to co-teaching and integrated service delivery models including:
  - Design and advantages of co-teaching
  - Variables in co-teaching partnership
  - Effective and requisite communication skills between professionals
  - How to evaluate the effectiveness of the co-teaching

- As measured by post-tests, participants will be able to describe best practices pertaining to co-taught and integrated models according to current research.
- Participants will model and design co-teaching pilot programs that include the major constructs of co-teaching, including:
  - How to identify time opportunities for collaborative planning
  - How to design effective and data driven instruction
  - How to manage student behavior
  - How to maximize communication efforts between staff, students, and parents
  - How to create evaluation plans to assess fidelity of co-teaching model
  - How to create formative student assessments
  - How to identify and problem solve barriers to success
  - How to generate quarterly progress notes for “shared” goals and objectives between teachers and related service providers
- Participants will be presented with information regarding the following co teaching models:
  - One teach, one observe
  - One Teach, one drift
  - Parallel teaching
  - Station teaching
  - Alternate teaching
  - Team teaching

***Outcomes:***

Participants will be exposed to the knowledge to enable them to:

- Design and implement a co-teaching or integrated lesson plan
- Analyze a caseload design utilizing co-teaching constructs.
- Demonstrate adoptable co-teaching models, and formulate plans to determine evaluation techniques in order to monitor effectiveness of co-teaching models.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires three to five sessions – 3 to 6 hours per session.

### **103 Primer on Special Education Disabilities – Including Low Incidence Disabilities**

#### ***Course Description:***

This course will focus on the identification and overview of eligibility categories of educational disabilities low incidence disabilities; parent/guardian information sessions on the availability of city, state and community resources; provide information on aligning alternative assessments and goals with Common Core Learning Standards (CCLS) and strategies for specific disabilities including but not limited to assistive technology and alternative assessments; provide ongoing coaching, training and targeted PD in response to needs assessment.

#### ***Intended Audience:***

Special education and general education administrators, teachers, related services providers, paraprofessionals, parents.

#### ***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

### **104 Bilingual Special Education**

#### ***Course Description:***

This professional development experience will focus upon an instructional system that involves the teaching of cognitive skills and the development of language skills while targeting the acquisition of English; provide personalized in-school follow up that supports the client's needs; support schools, networks or organizations in planning and implementing parent workshops based on parent surveys and needs; provide ongoing training focusing on academic achievement while including native language arts issues and language acquisition strategies; provide assistance on how to distinguish between language acquisition and learning and/or speech and language disabilities.

#### ***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

#### ***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

### **105 Differentiated Instruction**

#### ***Course Description:***

This professional development opportunity will focus on effective changes in instructional practices and assist in creating an environment that supports a variety of learning styles in the same classroom; provide targeted follow up to support implementation of differentiated practices in classrooms; enable school support to identify areas of need and design a calendar to address those needs; provide an opportunity to learn about research-based strategies that address the needs of all learners; provide mentoring and in class support for improved pedagogy; provide training and support in the implementation of strategies that meet the needs of diverse learners and assist teachers in determining their effectiveness; provide onsite support utilizing standardized test data, periodic and classroom assessments to create a differentiated classroom.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**106 Special Education Legal Issue and Principles**

***Course Description:***

This professional development will provide information on federal, state and local laws and regulations related to special education. The presentations will address a broad range of essential issues and requirements applicable to the education of students with disabilities. The presentation may be catered to address the specific needs of the audience as appropriate.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**107 Assistive Technology**

***Course Description:***

This presentation will provide an overview of the spectrum of assistive technology devices, service requirements, using the technology in class and expected outcomes; details on how to use the technology in the classroom; range of devices available that includes low, medium and high tech; assist parents in using devices at home to aid students.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**108 Behavior Management in the Classroom**

***Course Description:***

This course will provide information, workshops and training on positive behavior support and interventions in the classroom. The presentation will reference research and/or evidence based programs geared to a spectrum of behavior issues and age ranges. Participants will learn various strategies and interventions for promoting positive student behavior and diminishing problematic behaviors.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**109 Universal Design for Learning**

***Course Description:***

This interactive workshop will address the principles and practices of UDL that includes follow-up and working with small groups to develop lessons; provide onsite and parental support in creating instructional goals, methods, materials and assessments that correlate with Common Core Learning Standards (CCLS).

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three session – 1 to 6 hours.

**110 Response to Intervention (Pre-Referral Interventions)**

***Course Description:***

This professional development experience will address the design and implementation of Response to Intervention as a general education strategy to meet the educational needs of students thereby minimizing the need for special education referrals. The program will assist in creating a process and framework to screen and identify students for additional instruction, including progress monitoring as well as program effectiveness; provide instruction using research based programs to increase academic achievement; customize instruction for specific personnel, grades or subject areas in each of the three tiers and ensure that school based personnel are effectively utilizing a range of student data to identify and implement best practices; provide ongoing support to ensure the successful implementation of Response to Intervention.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**111 Student Assessment**

***Course Description:***

This professional development experience will focus on standardized and school based assessments that are aligned with the core curriculum and instruction and in using student data to identify and implement best practices; review a range of data sources to plan instruction based on findings; conduct workshops to provide parents with an understanding of standardized tests and all assessments used at the school level including implications of results; create workshops and literature that provides parents with information regarding the purpose of tests, measurements, results, implications and using that knowledge in helping their children; train school staff using State of Michigan supported data systems such as ARIS; provide follow up and hands on instruction using school specific data for grouping, pacing, differentiating instruction and lesson planning.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

10-15 days including direct presentation, coaching and reviewing data

**112 Understanding Autism**

***Course Description:***

This presentation will provide an overview of and information pertaining to Autism Spectrum Disorders. It will assist in creating a school culture that includes instructional strategies, best practices, onsite training, coaching and feedback that will allow students to remain in their Least Restrictive Environment; conduct parent workshops for transition of students on the autism spectrum; onsite follow up strategies for related service providers including but not limited to speech and language pathologists and occupational therapists.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**113 Special Education Eligibility and Exit Criteria**

***Course Description:***

This professional development opportunity will address a broad range of issues related to the proper identification and classification of students for special education. The program will highlight assessment practices, regulatory criteria for identification as well as best practices for referral and assessment. The process for determining student eligibility is a critical component of the overall special education procedures. Inaccurate or inappropriate identification is a significant problem for students, families, and the school. The appropriate use of resources is essential to an efficient special education program.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**114 Paraprofessionals (Role, Function and Assignment)**

***Course Description:***

This program will address the role, function, and responsibilities of paraprofessionals within special education programs in a variety of settings. Depending upon the audience, the focus of the presentations can be directed toward paraprofessionals or certified staff. Expectations, strategies for working with students, and responsibilities within the areas of instruction, supervision, behavior management, clerical functions, etc. will be addressed. Additionally, the assignment and need for paraprofessional supports will be considered.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three session – 1 to 6 hours.

**115 Paraprofessional Training**

***Course Description:***

This training program will provide paraprofessionals with training related basic role and functions in the following areas:

- Special education processes and requirements
- Orientation to educational disabilities
- Instructional techniques
- Managing student behaviors

This experience is intended to be both interactive and specifically designed for paraprofessionals to develop and enhance their skills.

***Intended Audience:***

Special education and general education teachers and paraprofessionals.

***Duration and Schedule:***

Typically, this topic requires one to three sessions for a total of 6 - 10 hours.

**116 Conducting IEP Team Meetings**

***Course Description:***

This professional development opportunity will focus on the effective and efficient management of the IEP team process. The essential functions of the IEP team with regard to identification, eligibility determination and classification, IEP development, re-evaluation, progress review, and program oversight will be addressed. The role and function of IEP team participants and relationship with parents will be discussed.

This workshop may be catered to meet the needs of the participants and the priorities of the school or school district.

***Intended Audience:***



Special education and general education administrators, coordinators, teachers, related services providers, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one to three sessions – 1 to 6 hours.

**117 Free Appropriate Public Education – FAPE**

***Course Description:***

The focus of this professional development experience will be to define the concept of FAPE and explain the implications of this essential principle that guides much of the special education process. Participants will be provided with a comprehensive overview of what constitutes FAPE as well as effective strategies for ensuring that students are provided with a Free Appropriate Public Education.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

The length, duration and specificity of this offering will be determined by the participants and the focus of the course. Typically, this topic requires one session – 1 to 3 hours.

**118 Special Education Operations and Management**

***Course Description:***

This professional development experience will be custom designed to address general special education processes, procedures, and management including service delivery models and practices, effectiveness and efficiency, personnel and supervision practices, program design and continuum, general operations, transportation, budgeting, compliance, scheduling, organizational structure, management practices, and other administrative issues.

***Intended Audience:***

Special education and general education administrators, and coordinators

***Duration and Schedule:***

Depending hours per session or meeting - including direct presentation, embedded technical assistance, coaching and reviewing data upon the need and preference of the district or school, sessions may be offered in a continuous or sequential workshop format or in any combination of presentation / experiential format typically requiring 5 to 15 days lasting 1 to 6 hours per day

**119 Effective Scheduling of Special Education and Related Services**

***Course Description:***

The scheduling of a school substantially impacts the effective utilization of staff, the structure of programs, and the experience students have within their educational program. This program will focus on scheduling strategies to provide effective and efficient special education instructional and related services in the least restrictive environment maximizing the utilization of personnel in a manner that is consistent with effective practice and regulatory requirements.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers.

***Duration and Schedule:***

Initial orientation to basic concepts of efficient scheduling typically require one or two day sessions of 1 to 3 hours. On-site technical assistance is available as a follow-up to support administrators in the scheduling of their schools or programs taking into consideration the specific and unique challenges of schools, programs, students, time, etc.

**120 The Concept of Educational Benefit in Special Education**

***Course Description:***

This professional development experience will present an overview of “educational benefit” as a basic requirement for special education services to students. This standard is applied to the educational programs and services provided to students with disabilities to establish that FAPE is being provided. The legal and practical aspects of “educational benefit” will be explained to participants in the context of instructional and related services.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

Depending upon the participants, this program can be provided in one or two sessions with a total of 1 to 6 hours.

**121 Budgeting and Financial Management in Special Education – Maximizing Resources**

***Course Description:***

This custom designed overview of special education budgeting and financial management is intended to provide administrators with an enhanced understanding of the requirements and constraints of special education financial management. Depending upon the preference and structure of the school or district, specific emphasis can be highlighted on issues identified as district priorities and consistent with district or school finance practices and needs.

***Intended Audience:***

Special education and general education administrators, coordinators.

***Expected Duration and Schedule:***

This program may be offered in a structured participatory seminar setting or as ongoing technical assistance for designated personnel individually or in groups. Typically, one session is required for general orientation and subsequent individualized experiences are required for ongoing technical assistance as determined by the school/district leadership.

**122 Instructional Accommodations and Modifications**

***Course Description:***

This professional development experience is designed to familiarize participants with instruction and to develop the knowledge base and skills necessary to adjust general education and/or special education instructional delivery/teaching strategies and practices to meet the diverse needs of students with varied learning styles and needs, disabilities, and other attributes that impact the ability to benefit from the educational experience.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

One to five sessions of one to six hours depending upon the audience, level of proficiency, and role - including direct presentation, coaching and reviewing data.

**123 Parent Orientation and Awareness of Special Education**

***Course Description:***

This experience is designed to provide parents with information about the special education process, requirements, expectations, and other general information to promote better understanding of the benefits and limitations of special education. This seminar may also be open to other personnel to promote improved communication.

***Intended Audience:***

Parents, special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals,

***Duration and Schedule:***

Typically one session – one hour

**124 Special Education in the General Education Classroom**

***Course Description:***

This professional development experience is designed to highlight the importance of “special education being a service rather than a place.” The objective of this presentation is to promote the concept that special education is a shared responsibility among all educators and that it can take place throughout the student’s school program in any setting.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

**125 Adequate Yearly Progress - AYP**

***Course Description:***

The issue of Adequate Yearly Progress has been a driving factor in the development and implementation of special education and general education instruction since the inception of NCLB. The impact of this requirement on schools and school districts will be explained along with a variety of strategies for addressing this issue. The current state of AYP will also be examined in light of ongoing waivers and changes being approved by the federal government.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

One session – 1 to 3 hours

**126 Developing Effective and Efficient IEPs**

***Course Description:***

The Individualized Education Program is the blueprint and contract through which the special education program is provided for a student with a disability. The development of this plan establishes the services and service delivery model for each student. This legal document is the foundation of a student’s program and establishes the benchmarks upon which the effectiveness of the students’ educational experience will be measured. It is imperative that IEPs are developed effectively and efficiently to provide an appropriate educational program in the least restrictive environment. This professional development opportunity will examine the generic basic requirements of an IEP as well as the specific IEP format and processes being utilized by the school. The seminar can be modified for educators or parents.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

One to five sessions of 1 to 6 hours including direct presentation, coaching and reviewing data.

**127 Integrated IEPs**

***Course Description:***

This course will provide participants with the knowledge and information necessary to promote understanding and implementation of integrated IEPs. An integrated IEP assimilates various related services within the classroom and is based upon shared goals and objective that focus on the enhancement of academic performance and other classroom based objectives. The blending of classroom (academic) goals and related services goals enhances the relationship between special education instructional and related services to promote improved student performance.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

One to five sessions of 1 to 6 hours including direct presentation, coaching and reviewing data.

**128 Transition Planning**

***Course Description:***

This course will provide participants with information necessary to understand and effectively develop transition plans for students within the IEP as required by state and federal regulations. The transition from school to work or school to other post-secondary educational or life situations targets school and community based options as well as integrating other non-school service providers.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and

reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

### **129 Effective Strategies for Teaching Students with Disabilities**

#### ***Course Description:***

This course will address a variety of strategies and techniques to expand the repertoire of participants to teach and support students with disabilities. Depending upon the audience and their level of skill, this experience will provide an opportunity for to build capacity to effectively educate students and to better understand the impact of specific disabilities on the teaching and learning process.

#### ***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

#### ***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

### **130 Educating the Medically Fragile Student**

#### ***Course Description:***

This course will address the varied needs of medically fragile students and consider an assortment of interventions and strategies to promote learning and to enhance the safety and well being of students with significant medical issues. Students with life threatening conditions and a verity of medical issues are being educated in schools throughout the country. These conditions challenge the structure and organization of traditional schools. This course will assist educators in meeting the needs of these students.

#### ***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, school nurses, paraprofessionals.

#### ***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

### **131 Pre-Kindergarten and Early Childhood Best Practices**

***Course Description:***

This course will focus on best practices in early childhood and pre-kindergarten education. The content will include strategies and techniques for observing and assessing young students, teaching techniques, integration of related services, organization and structure of educational programs, behavior management, and developmental issues.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals.

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

***132 Overview of Special Education Related Services***

***Course Description:***

This course will provide an overview of special education related services including the legal foundations defining related services, the purpose of related services, the most common related services as well as some uncommon related services. Participants will have the opportunity to gain a better understanding of the relationship of related services to special and general education and why these services are provided. The varied service delivery options and organizational structure of related services will also be discussed to promote efficiency and effectiveness as well as improved educational performance.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data. Typically this can be accomplished in as little as one hour or through ongoing embedded technical assistance.

***133 Professional Development with Directive Coaching in the Supervision and Management of Speech and Language, Occupational, and Physical Therapies***

***Course Description:***

This course will provide participants with information and strategies for the effective management of Speech-Language, Occupational, and Physical Therapies as special education related services.

***Core Learning:***

- The intended audience shall be provided and expected to utilize information pertaining to the collection, interpretation, and analysis of data received from the “field” (e.g., discharges, preferred service models, fidelity to entrance and exit criteria, disposition of referrals, length of service, outcome measurements, frequency of treatment, and correlations of age and service time).
- Creation and implementation of entrance and exit criteria for all three disciplines that shall contain quantitative and qualitative parameters that adhere to the concepts of: Least Restrictive Environment, Free Appropriate Public Education (FAPE), Educational (vs. Medical-Clinical) Models, Curriculum Alignment, Severity Profiles, and Skilled Need.
- Intensive continuing education, technical assistance, and performance reviews with respect to interventions with special populations that may include, but shall not be limited to: English Language Learners (ELL), students on the autism spectrum, and students with multiple disabilities, and student with developmental delays.
- Design and implement alternative service models via the utilization of: therapy assistants, group treatment, co-taught models, (student) peer mentoring, and consultation service delivery that will improve cost effectiveness.
- Design and implement a customer service focus via modeling of best practice with students, parents, special and general education staff.
- Technical assistance in the execution of “difficult” IEPs that will by necessity promote school “culture,” facilitate “ownership” with inclusion of special education students.

***Operational Performance Goals:***

- Participants will demonstrate an understanding of customer service functions as measured by post-tests and a self-report documenting 3 successful customer service events each month.
- Participants will demonstrate understanding of data collection requirements as measured by post-tests and follow-up assignments pertaining to this skill set with one of the expert panelists.
- Participants will demonstrate understanding of alternative service models as measured by post-tests and will report out the introduction of 3 successful models of alternative services each month.



- Participants will demonstrate understanding of the construct “special education is a service, not a place” and will report on 3 self-initiated activities to support special education students within the general education curriculum each month.
- Participants will present case studies and program design initiatives pertaining to the delivery of alternated models of physical and occupational therapy and speech-language pathology within their respective schools.

***Intended Audience:***

Special education and general education administrators, related services supervisors, coordinators, related services providers.

***Duration and Schedule:***

50 - 75 days to (flexible) include group presentation, individual coaching, data collection, and reporting. Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data.

***134 Professional Development and Directive Coaching in the Supervision and Management of Social Work, Counseling, and Psychology***

***Course Description:***

This course will provide participants with information and strategies for the effective management of social work, counseling, ad psychology as special education related services.

***Core Learning:***

- Staff are provided information as to the importance of data and interpretation in their clinical practice, with specific reference to core standards of Least Restrictive Environment and FAPE, and to use this data as benchmarks with an emphasis on:
  1. Entrance and exit criteria measurements, length of service, performance indicators, and inclusion metrics;
  2. Tracking and disposition of referrals to the behavioral health professionals; and
  3. Comparison data from peer Districts and other schools from other Districts that are matched for key demographic indicators (e.g., student ages, educational disabilities, socio-economic profiles, etc.)
- Provide technical assistance and directive coaching related to: best practice and accountability of intervention, effective educational opportunities for students requiring the expertise of school-based behavioral health specialists (e.g., students with emotional disabilities).
- Develop and implement a communication and collaboration strategy with parents that will improve outcomes (Minke & Anderson, 2005).

- Provide technical assistance in implementing best practice and accountability in promoting: a culture of inclusion, a learner focused culture, integration with general education principals and teachers, interaction with parents and advocates, and utilization of community-based supports.
- Utilize advances validated by research (Wesson, 2002; Jensen, 2000) that supports classroom environments and thus promotes learning.
- Design and assist in implementation of a plan to ensure sufficient behavioral support staff to schools by:
  1. providing technical assistance, professional development, and support to school-based staff members in order to effect positive behavioral interventions and supports (PBIS), create functional behavior assessments, and implement behavior implementation plans;
  2. providing intervention and program changes to reduce District reliance on out of District placements;
  3. providing assistance at difficult IEPs pertaining to issues surrounding the delivery of behavioral health supports; and
  4. developing professional opportunities focused on: special learning communities, students on the autism spectrum, students with multiple disabilities, and ELL

***Operational Performance Goals:***

- Participants will demonstrate understanding of the utilization of data in clinical practice as evidenced by post-tests and evidence of data analysis across 3 consecutive trials as assessed by one of expert panelists.
- Participants will demonstrate understanding of the utilization of alternative service models to support curriculum with respect to behavioral health supports (e.g., Response to Intervention, PBIS, inclusion, and other interventions outside the realm of “traditional” special education service delivery) and will report each month on at least 3 interventions utilizing these alternative service models.
- Participants will organize, develop, and present case conferences pertaining to 3 successful interventions that the psychologists, social workers and counselors are providing to their respective schools on a weekly basis for 2 hours.

***Intended Audience:***

Supervisors of social work, counseling, and psychology as well as five experienced clinicians and special education managers as selected by the District leadership.

***Duration and Schedule:***

50 - 75 days (flexible) to include group presentation, individual coaching, data collection, and reporting. Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data.

***135 Professional Development in the Support and Redesign of the Infrastructure of Special Education and Related Services***

***Course Description:***

This course will focus on the effective organization, structure and design of special education instructional and related services at the school and district levels. Attention will be directed to overall programmatic organization, continuum of services, sequential programming, curriculum alignment, assessment, integration of services, supervision and support of staff, staffing models, service delivery models, pre-referral intervention, and other essential components of an effective and efficient special education program.

***Intended Audience:***

Special education supervisors, senior related service staff and building principals.

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or large group format, including direct presentation, coaching and reviewing data.

***136 Administering an Effective and Research Based Response to Intervention Model***

***Course Description:***

School-based leaders who have any level of responsibility to implement *Response to Intervention* need to understand the history, theory, and application of all key areas of this federally mandated model. Each participant will apply core learning themes to their respective school in order to (re)define, (re)design, and evaluate the RTI efforts currently being used in their respective school. This course will be a combination of lecture, small group problem solving, small group and large group brainstorming and discussion, as well as application of the information to each school's unique needs. This will result in participants gaining practical, relevant, and meaningful information in order to assist the creation and administration of an impactful RTI model at the school level.

***Core Learning:***

- Participants will be provided information regarding the history, background, and theory of RTI;
  
- Participants will gain information about the eight key issues of an effective RTI model;

- Participants will understand the building level leadership challenges and how to obtain “buy in” from staff;
- Participants will gain an understanding of various research based interventions;
- Participants will explore progress monitoring and data collection as well as interpretation;
- Participants will learn how to best develop and communicate the roles and expectations of an RTI screening committee;
- Participants will understand the importance of parental involvement in the RTI process; and
- Participants will gain information about evaluating the fidelity of RTI programs.

***Outcomes:***

Participants will be exposed to the knowledge to enable them to:

- Discuss common questions and myths surrounding RTI;
- Evaluate the RTI model currently being used in their specific school;
- Identify gaps and weaknesses in their school’s RTI model;
- Identify strengths in their school’s RTI model;
- Construct a school wide professional development plan for staff in order to maximize RTI understanding and results;
- Assess current interventions being used relative to research and progress monitoring;
- Create communication plans for parents to ensure their meaningful participation; and
- Create, based on a standardized needs analysis, school-specific plans for addressing the challenges associated with the of RTI implementation.

***Intended Audience:***

General and special education administrators, related service providers, general education teachers.

***Duration and Schedule:***

Three to seven sessions – 4 to 6 hours per session

## **137 Embedding Related Services Into Classroom Instruction: A Model for Effective Co-Teaching**

### ***Course Description:***

When a student is eligible for related services, it presents a unique opportunity to teach concepts and skills in the context of the general- or special-education classroom. Blending targeted services with academic instruction allows for staff to maximize the educational opportunities of students. This course is critical for classroom teachers and clinical staff to explore how to design a trans-disciplinary classroom that is, by definition, centered on all areas of student needs in order to achieve the most significant academic gains. This course will be delivered through intensive small and large discussion and hands-on opportunities in order to design and implement co-teaching and integrative models in all schools.

### ***Core Learning:***

- Participants will be provided with information related to co-teaching and integrated service delivery models including:
  - Design and advantages of co-teaching and integration of related services
  - Variables in co-teaching and integrated partnership
  - Effective and requisite communication skills between professional
  - How to evaluate the effectiveness of the co-teaching and integrated interventions
- As measured by post-tests, participants will be able to describe best practices pertaining to co-taught and integrated models according to current research.
- Participants will model and design co-teaching pilot programs that include the major constructs of co-teaching, including:
  - How to identify time opportunities for collaborative planning
  - How to design effective and data driven instruction
  - How to manage student behavior
  - How to maximize communication efforts between staff, students, and parents
  - How to create evaluation plans to assess fidelity of co-teaching model
  - How to create formative student assessment
  - How to identify and problem solve barriers to success
  - How to generate quarterly progress notes for “shared” goals and objectives between teachers and related service providers
- Participants will be presented with information regarding the following co teaching models:
  - One teach, one observe
  - One Teach, one drift

- Parallel teaching
- Station teaching
- Alternate teaching
- Team teaching

***Outcomes:***

Participants will be exposed to the knowledge to enable them to:

- Design and implement a co-teaching or integrated lesson plan for three students.
- Analyze a caseload design utilizing co-teaching constructs.
- Classify student behavior into targeted types and distinguish best practices for managing behaviors.
- Demonstrate adoptable co-teaching models.
- Formulate plans to determine evaluation techniques in order to monitor effectiveness of co-teaching models.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals.

***Duration and Schedule:***

Five to ten sessions over an extended time period (two to five months) including group presentation, individual coaching and data collection – 3 to 6 hours per session

**138 Least Restrictive Environment (LRE)**

***Course Description:***

This professional development training module will address the requirements, principles and practical implementation of Least Restrictive Environment (LRE) in schools as required by the U.S. Individuals with Disabilities Education Act (IDEA). Least Restrictive Environment is a key principle governing the education of students identified as having a disability consistent with one or more of the special education classifications. Training will explain how public schools are required to provide a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment appropriate to individual student's needs.

The training program will address federal and state requirements and best practices for students with disabilities to be educated with their non-disabled age appropriate peers. Participants will have the opportunity to become familiar with how the Individual Educational Program (IEP)

should be developed for each student to provide access to the general education curriculum, extracurricular activities, and other programs with their non-disabled peers.

Participants will be presented with the fundamentals of LRE to enhance their understanding and implementation of LRE. The essential components of this program will focus on the regulations which state: “To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily” 20 U.S.C § 1412(a)(5)(A).

Participants will also be presented with information regarding the 9<sup>th</sup> Circuit Court ruling that further guides the implementation of Least Restrictive Environment based upon the following factors:

- The educational benefit of a general education classroom to the child;
- The non-academic benefits (social, emotional, etc.) of a general education classroom to the child;
- The effect on the teacher and other students; and
- The cost of mainstreaming the child.

Training will also address the continuum of least to most restrictive environments in an educational setting thereby familiarizing participants with the application of LRE in their schools and programs. Additionally, the utilization of supplementary aids and services as necessary to achieve educational goals will also be discussed. This professional development activity will highlight the benefits of LRE while focusing on the practical applications of this concept in schools to maximize student exposure to and benefit from the general education curriculum and programs.

This program is designed to assist school administrators, teachers, coaches, parents/guardians to:

- Plan for students to be successfully educated in general education classes with varying degrees of modifications and adaptations;
- Assist in developing a plan to support all students in a variety of settings and identify services needed for students success;
- Include model lessons that target a wide range of learning styles and levels and help develop goals to enhance learning in a general education setting;
- Develop a school culture where education in the least restrictive environment is an accepted practice.

The Program Plan/Narratives provided herein clearly and concisely describe the overall program content. The structure and methodology for each service component is presented in the subsequent sections of this proposal.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals

***Duration and Schedule:***

Depending upon the extent to which the school or district wishes to address this issue, this topic can be presented in seminar or small group format, including direct presentation, coaching and reviewing data.

**139 Adaptive Physical Education**

***Course Description:***

This workshop will familiarize participants with Adaptive Physical Education as an integral component of the IEP services provided to students with disabilities. The need for APE, reasons for recommendation, and purpose for this service will be addressed.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

One session – 1 to 4 hours depending upon the audience and objectives.

**140 Improving Student Behavior - FBAs, Implementing Behavior Plans, De-Escalation**

***Course Description:***

This professional development experience will focus on strategies and techniques to improve student behaviors through the use of Functional behavior Assessments, Behavior Plans, and a variety of behavior management techniques including de-escalation. This program is designed for staff members who are dealing directly with difficult student behaviors and may be a follow-up to the classroom behavior management program.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals.

***Duration and Schedule:***

One to five days including direct presentation, coaching and reviewing data. Depending upon the audience and the anticipated outcomes for this topic, duration may range from three to ten hours.

**141 How to Make Child Study Teams Effective**

***Course Description:***

This interactive seminar will address the purpose and function of Child Study Teams (or whatever terminology is used in a particular school or district) as an integral component of the intervention or pre-referral process. Participants will be familiarized with various models for



Child Study Teams, roles, functions and responsibilities of CST members as well as the structure, organization, philosophy and implementation of this process.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Expected Duration and Schedule:***

One to three days of direct presentation. Depending upon the audience and the specific objectives for each seminar, this program can be as minimal as two hours or occur over an extended period of time including coaching, technical assistance, and data review.

**142 IDEA and Section 504 of the ADA**

***Course Description:***

This course will provide a brief but focused overview of the Individuals with Disabilities in Education Act and the Americans with Disabilities Act. This summative presentation will provide participants with the information they need to understand the implications of these acts and the implications for their practice as educators.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

*One session – 2-3 hours depending upon audience*

**143 A Principal's Role and Responsibilities in Implementing Special Education**

***Course Description:***

This seminar is intended to familiarize principals, and others, with the variety of responsibilities necessary to support an effective and efficient special education program. Topics will include: supervision of special education instructional and related services personnel, pre-referral interventions, IEP team participation, scheduling, service delivery models, involvement with and support of parents, relationship with district special education leadership, and key legal requirements.

***Intended Audience:***

Special education and general education administrators, principals

***Duration and Schedule:***

One to five days including direct presentation and on-site technical assistance

### **144 Using Testing Data to Improve the Instruction for Special Education Students**

#### ***Course Description:***

This professional development experience will address the utilization of student performance and testing data to improve teaching and learning for special education students. Curriculum based assessment, IEP goals and objectives, assessment strategies, and the adjustment of teaching methods to promote improved student performance will be explored.

#### ***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals.

#### ***Duration and Schedule:***

One to five sessions including direct presentation, coaching and reviewing data. Hours may vary depending upon the number of sessions and course expectations.

### **145 NCLB – Implications for Special Education**

#### ***Course Description:***

This course will address the No Child Left Behind legislation with specific references to special education and students with disabilities. Although not specifically designed as special education legislation, NCLB has significantly impacted special education for students, parents, and schools.

#### ***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors, etc.

#### ***Duration and Schedule:***

One session – one to three hours

### **146 The Teacher's, Administrator's, Clinician's Role in the IEP (CSA, PPT, IEP, CSA, etc) Meeting**

#### ***Course Description:***

The IEP team consists of a variety of professional educators. Each member of the team has a unique and important role. This seminar will focus on the role, function and responsibility of IEP team members with specific reference to the unique function of each member.

#### ***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers, paraprofessionals, parents.

***Duration and Schedule:***

10-15 days including direct presentation, coaching and reviewing data

**147 Effective Use of Related Service Staff**

***Course Description:***

Related services (speech-language pathologists, occupational therapists, physical therapists, etc.) bring a high level of specialization and skill to schools. Often these services are “plugged” into an IEP without sufficient consideration of the need or benefit. It is also possible that the expertise these professionals bring to the educational environment can be utilized to positively impact a great number of students and enhance programs. Service delivery options and non-traditional uses of related services specialists will be considered to promote improved student performance and greater efficiency.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers.

***Duration and Schedule:***

One to two sessions - 1 – 3 hours

**148 Misidentification, Disproportionality, and the Negative Consequences**

***Course Description:***

The identification of students eligible for special education and related services is a critical component of the overall special education process. Inaccurate or misidentification creates potential problems for students, parents and the school. The disproportionate identification of students based upon a variety of factors may also reflect a greater systemic problem and incur significant negative consequences. This seminar will look into the difficulties and factors associated with misidentification and disproportionate identification of students by group.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers

***Duration and Schedule:***

One to three sessions including direct presentation, coaching and reviewing data

**149 Special Education Legal Case Reviews**

***Course Description:***

This professional development seminar will review key court decisions, due process rulings, and legal precedents to familiarize participants with the legal fundamentals of special education and the impact on local schools responsible for implementing special education consistent with federal and state regulations.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers

***Duration and Schedule:***

One session - direct presentation – two to five hours

**150 Some Students Don't Fit Into a Specific Educational Model - What to do?**

***Course Description:***

Schools have traditionally been designed to meet the needs of a typical range of students with some variability in a “one-size-fits-all” environment. Special education requires a very different perspective. This seminar will consider the design of programs required to serve a continuum of services, individualization of instruction, and service delivery models. This course will provide participant with a familiarization with the need for special education to focus on each student individually rather than a cohort of students.

***Intended Audience:***

Special education and general education administrators, coordinators, teachers, related services providers.

***Duration and Schedule:***

One to three sessions – two to six hours

**151 Understanding the Family Rights and Privacy Act (FRPA) Confidentiality**

***Course Description:***

This professional development experience will familiarize participants with the requirements of the federal Family Rights and Privacy Act (FRPA). This act impacts a multitude of confidentiality issues related to student records and other privacy issues. This knowledge base is essential for all educators and school personnel.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors, paraprofessionals, office staff, etc.

***Duration and Schedule:***

One to two sessions – One to four hours

**152 Extended School Year (ESY)**

***Course Description:***

The availability of an Extended School Year for students with disabilities who require this service is prescribed by federal and state regulations. This seminar will provide guidance and information related to the requirements and conditions under which ESY should be provided. This is important information for all IEP team members and for those educators responsible for prescribing services for students with disabilities.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors.

***Duration and Schedule:***

One session – one to two hours

**153 Student Assessment and Grading**

***Course Description:***

The assessment and grading of student with disabilities receiving special education instructional and related services is an important part of the total service delivery model. Varied grading and testing practices and policies will be reviewed as well as the rationale for differentiated grading requirements aligned to a student’s disability and IEP assessment protocols. State and local standardized testing practices will also be addressed.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors, etc.

***Duration and Schedule:***

One to three sessions – 2 to 6 hours

**154 Homework: Principles, Theories, and Application**

***Course Description:***

Homework is an integral part of the teaching and learning process. Teachers, schools, and districts often have prescribed practices or policies addressing homework. However, the amount, purpose and value of homework is often a hotly debated topic. This seminar will familiarize participants with various perspectives on homework and specifically consider the implications for special education.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors, etc.

***Duration and Schedule:***

One to two sessions – two to four hours

**155 Retention at Grade Level: The Good, The Bad and the Ugly**

***Course Description:***

This professional development experience will focus on the issue of grade level retention of students. Retention is a hotly debated topic with a wide variation of opinion. Participants will be exposed to a variety of thoughts and practices related to retention as well as the benefits and consequences of not promoting a student to the next grade with his/her age appropriate peers. Alternatives to retention will also be explored.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors.

***Duration and Schedule:***

One to two sessions – 2-4 hours

**156 Promoting Self-Advocacy in Students with Disabilities**

***Course Description:***

This seminar will address the concept of self-advocacy for students with disabilities. One of the more prominent considerations when prioritizing skills for students is self-advocacy. This is particularly prevalent in the realm of special education because students with disabilities may not have developed the skills necessary to express their preferences, needs aspirations, and to explain their unique circumstances.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors.

***Duration and Schedule:***

One to two sessions – one to four hours

**157 Communicating with Parents of Students with Disabilities**

***Course Description:***

This presentation is designed to assist school personnel in communicating and working with special education parent advisory councils and special education parent organizations.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors.

***Duration and Schedule:***

One session – two hours

**158 Provision of Related Services for Middle and High School Students with Intellectual Disabilities**

***Course Description:***

Special education related services are designed to support and enable a student to benefit from a prescribed educational program. As the academic segment of a student's special education program become more content oriented, the purpose of related services often becomes less clearly aligned to the student's educational goals; this happens primarily at the secondary school level. This workshop will address the unique circumstances impacting the provision of related services at the secondary school level and focus on maintaining a connection between related services and instructional services in the IEP and in the classroom.

***Intended Audience:***

Special education teachers, administrators and related services providers

***Duration and Schedule:***

One to three sessions – 2-6 hours

**159 Customer Service – How Schools Can Be User Friendly**

***Course Description:***

Schools and school programs sometimes forget the benefits of customer service. Special education programs often deal with parents and others in circumstances where emotions run high and the technical processes make it difficult to be sensitive to individual needs. Participants will be familiarized with customer service from answering the phone to interaction with the general public. This seminar will address the topic of Customer Service and is recommended for professional personnel as well as school office staff.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors, office staff, paraprofessionals.

***Duration and Schedule:***

One session – 1 to 2 hours

**160 Use of Single Subject Design as an Assessment of Intervention Effectiveness**

***Course Description:***

This course will introduce the audience to using this unique and robust methodology that uses a student as his or her own control group. In essence, single-subject design employs a variety of

techniques in order to answer the question: *Is this intervention effective in enhancing performance?* Basic ABAB single-subject design will be emphasized with subsequent introduction of more complex designs. Applicability to a wide variety of students and disciplines will be highlighted in an interactive format.

***Intended Audience:***

Special education and general education teachers, administrators, related services staff, psychologists, counselors.

***Duration and Schedule:*** *One session-4 hours*

**161 Ensuring Reliability of Measurement for Forced Choice Tasks on IEP**

***Course Description:***

For tasks that require students to choose the correct answer from a field of choices, it is essential that criterion levels be set to ensure that he or she is not simply guessing. For example, it is not enough to write the statistical criterion as 50% for an objective that corresponds to a “forced” choice task with two possibilities (e.g., A or B). A student who achieves 50% has not exceeded chance levels. This course will explore the statistical standards for a variety of field or foil permutations, and will be cross-walked to the writing of effective IEP goals.

***Intended Audience:***

Related services providers

***Duration and Schedule:*** *One session-2 hours*



## **Attachment E**

Indicators of Success: SPED Accountability Part B of the Individuals with Disabilities Education Act Age 3 - 21

### **\*Results Indicators**

- 1. Graduation** % youth with Individualized Educational Programs (IEPs) graduating with regular diploma.
- 2. Dropout** % youth with IEPs dropping out.
- 3. Statewide Assessment** Adequate Yearly Progress and participation & performance on statewide assessment.
- 4. Suspension/Expulsion** Suspension/Expulsion Rates
- 5. Educational Environments** % of 6-21 year old children inside the regular class; served in public/private separate schools; residential; homebound; hospital.
- 6. Preschool Educational Environments** % of preschool children with IEPs in settings with typically developing peers.
- 7. Preschool Outcomes** % of preschool children with improved positive social-emotional skills; acquisition & use of knowledge and skills; use of appropriate behaviors.
- 8. Facilitated Parent Involvement** % of parents with child receiving special education services who report schools facilitated parent involvement.
- 14. Postsecondary Outcomes – Competitive Employment, Enrolled in School** % of youth who had IEPs, are no longer in secondary school and who have been employed, enrolled in post-secondary school, or both, within one year of leaving high school.
- 18. Resolution Session Agreements** % of hearing requests resolved through resolution agreements.
- 19. Mediation Agreements** % of mediations resulting in mediation agreements.

\*Results Indicators: Michigan sets measurable and rigorous targets with broad stakeholder input and targets vary by indicator.

July 2008

**\*\*Compliance Indicators**

**9.  Disproportionate Representation** – Child with a Disability % of districts with racial & ethnic disproportionality in special education as a result of inappropriate identification.

**10.  Disproportionate Representation** – Eligibility categories, % of districts with racial & ethnic disproportionality in specific disability categories as a result of inappropriate identification.

**11. Child Find** % of children with parental consent to evaluate who were evaluated within 30 school days.

**12. Early Childhood to B Transition** % of children referred by Part C prior to age 3, found eligible for Part B and had an IEP developed and implemented by their 3rd birthday.

**13. Secondary Transition** % of youth age 16+ with an IEP with coordinated, measurable, annual IEP goals & transition services to meet the postsecondary goals.

**15. Compliance Findings** General supervision system identifies and corrects noncompliance within one year.

**16. State Complaints** % of signed written complaints with reports issued resolved within 60 days.

**17. Hearings Adjudicated** % of due process hearings within 45 days.

**20. Timely and Accurate Data** State reported data are timely and accurate.

\*\*Compliance Indicators: Targets are set by the United States Department of Education at either 0% or 100%

0% Compliance Indicator

All others require 100% Compliance

Source: Michigan Department of Education, July 2008.