

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

** ,

Petitioner,

vs.

Case No. 18-1575E

MIAMI-DADE COUNTY SCHOOL BOARD,

Respondent.

_____ /

FINAL ORDER

A due process hearing was held before Administrative Law Judge Diane Cleavinger on [REDACTED] [REDACTED], in Miami, Florida.

APPEARANCES

For Petitioner: Petitioner
(Address of Record)

For Respondent: [REDACTED] [REDACTED], Esquire
The School Board of Miami-Dade County
1450 Northeast 2nd Avenue, Suite 430
Miami, Florida 33132

STATEMENT OF THE ISSUES

The issues in this proceeding are:

a. Whether the Student was denied a Free Appropriate Public Education (FAPE) by the Respondent entering into a contract with the parent's chosen independent psychoeducational and [REDACTED] ([REDACTED]) evaluators that required the evaluations to be submitted to the School Board and/or making the chosen evaluators employees under the contract.

b. Whether the Student was denied a FAPE by the Respondent's vendor procurement process.

PRELIMINARY STATEMENT

On [REDACTED] [REDACTED], [REDACTED], Petitioner filed a request for a due process hearing alleging several procedural violations of IDEA that denied the provision of FAPE to the Petitioner. That same day, a Case Management Order was filed, establishing deadlines for a sufficiency review as well as for the mandatory resolution session.

On [REDACTED] [REDACTED], [REDACTED], a Motion to Dismiss Due Process Request for Lack of Subject Matter Jurisdiction was filed by Respondent, arguing that the claims exceeded the two-year statute of limitations and did not state sufficient issues to be alleged. Respondent's Motion to Dismiss was amended on [REDACTED] [REDACTED], adding that the claims are actually an attempt to improperly amend Petitioner's due process complaint in a prior case ([REDACTED] [REDACTED] no. [REDACTED]-[REDACTED]). Additionally, a Notice of Insufficiency & Response, or in the Alternative, Request for Judge to Define Issues for Hearing was filed on [REDACTED] [REDACTED], [REDACTED], arguing that Petitioner's complaint is insufficient because it is vague and did not contain sufficient facts to support the allegation that FAPE was denied to the Petitioner.

On [REDACTED] [REDACTED], [REDACTED], an Order on Notice of Insufficiency was entered, finding that the complaint contained sufficient facts to

describe the nature of the problem relating to the provision of FAPE. The Motion to Dismiss was not ruled on since it required evidence to determine the issues raised in the Motion. The due process hearing was subsequently scheduled for [REDACTED] and [REDACTED], but concluded on [REDACTED], [REDACTED].

During the hearing, Petitioner offered the testimony of the parent. Respondent offered the testimony of three witnesses. The following exhibits were entered into evidence: Petitioner's 1 through 10, 12, 14, 17 through 18, 19 (Pages 70-72), 20, 24 through 27, and Respondent's 1 through 4, 6 through 10, 16, 17 through 22.

Following the conclusion of the hearing, a discussion was held with the parties regarding the post-hearing schedule. Based on that discussion an Order Establishing Deadlines for Proposed Orders and Final Order was entered on [REDACTED], [REDACTED], establishing a deadline of [REDACTED], [REDACTED], for proposed final orders to be submitted and a deadline of [REDACTED], [REDACTED], for the final order.

After the hearing, both parties timely filed Proposed Final Orders on [REDACTED], [REDACTED]. To the extent relevant, the filed proposed orders were considered in preparing this Final Order.

Further, unless otherwise noted, citations to the United States Code, Florida Statutes, Florida Administrative Code, and Code of Federal Regulations are to the current codifications.

For stylistic convenience, the undersigned will use [REDACTED] pronouns in this Final Order when referring to Petitioner. The [REDACTED] pronouns are neither intended, nor should be interpreted, as a reference to Petitioner's actual gender.

FINDINGS OF FACT

1. The Student in this case was enrolled in the [REDACTED] County School District since [REDACTED] ([REDACTED]). The Student was withdrawn from public school in [REDACTED] of [REDACTED] and has been enrolled in private school since that time.

2. Initially, the Student was categorized in [REDACTED] under the category of [REDACTED] [REDACTED]. Before beginning [REDACTED], the Student was determined eligible for ESE services in the categories of [REDACTED] ([REDACTED]) and [REDACTED] ([REDACTED]). [REDACTED] was provided as a related service. The parent has vehemently disagreed with the [REDACTED] eligibility, asserting that the Student should be eligible in the categories of [REDACTED] [REDACTED], [REDACTED] [REDACTED], and [REDACTED].

3. Because the parent disagreed with the District's [REDACTED] reevaluation, the parent requested a [REDACTED] IEE. The parent's request was granted on [REDACTED] [REDACTED], [REDACTED], after a [REDACTED] [REDACTED], [REDACTED], eligibility and IEP meeting. The District sent the parent a list of suggested evaluators who were previously approved as independent vendors

by the District. On [REDACTED] [REDACTED], [REDACTED], almost two months after the IEE was granted, the parent chose an independent evaluator, [REDACTED]. [REDACTED] [REDACTED], who was not a previously approved vendor for the District.^{1/}

4. The IEE contract with [REDACTED]. [REDACTED] was finalized on [REDACTED] [REDACTED], [REDACTED]. The evidence was clear that the parent was aware of the contracting process for vendors and was informed about [REDACTED]. [REDACTED] difficulty in complying with that process even with the help of District staff.^{2/} Throughout the process, the parent continued to want [REDACTED]. [REDACTED] to perform the independent [REDACTED] evaluation. However, due to reasons personal to [REDACTED]. [REDACTED], [REDACTED], ultimately, could not perform the IEE. The parent was advised of [REDACTED]. [REDACTED] decision and asked how the parent wished to proceed.

5. As indicated, Petitioner filed [REDACTED] due process action on [REDACTED] [REDACTED], [REDACTED]. The evidence was clear that any claims regarding the contract process or the contract involving [REDACTED]. [REDACTED] occurred more than two years prior to [REDACTED] [REDACTED], [REDACTED]. As such, those claims are outside the two-year statute of limitations for IDEA. Given these facts, the allegations of the due process complaint involving [REDACTED]. [REDACTED] should be dismissed.

6. Subsequently, around [REDACTED] [REDACTED], [REDACTED], the parent selected a new private evaluator, [REDACTED] and [REDACTED], to

perform the IEE. The evidence demonstrated that [REDACTED] and [REDACTED] was not interested in performing a [REDACTED] evaluation for the cost limit of \$[REDACTED].00 that had been reasonably established by the District, but would perform the evaluation for the amount of \$[REDACTED].00. Since that amount was over the cost limitation established by the School Board, the contract amount had to be approved by the District, which did approve an increased contract amount of \$[REDACTED] in order to address the parent's concerns about the Student's ESE eligibility.

7. On [REDACTED] [REDACTED], [REDACTED], [REDACTED]. [REDACTED] had not yet signed the contract. However, eventually, the contract was finalized on [REDACTED] [REDACTED], [REDACTED]. The end term of the contract was extended to [REDACTED] [REDACTED], [REDACTED], to allow for the Student to enter [REDACTED] new school setting and for [REDACTED]. [REDACTED] to get information from [REDACTED] new teachers. The evidence demonstrated the parent supported the parent's chosen vendor's determination of the best way to complete the [REDACTED] IEE and the time necessary to complete the evaluation. There was no evidence that the evaluation process or the contract term was limited by the District. More importantly, there was no evidence that any term of the contract denied FAPE to the Student or otherwise violated IDEA.

8. The evidence was clear that [REDACTED] and [REDACTED], as well as [REDACTED]. [REDACTED], were independent contractors who managed their own business, established their own procedures for completing evaluations and set their own hours of employment. Neither was an employee of the School Board. Further, there was nothing in the contract that created an employment relationship between any of the parties to the contract. Indeed, the only relevant requirements in the contract were a due date for a deliverable to be completed, in this case the IEE, and submission of the IEE to the School Board for review of compliance with the contract and eventual payment. The evidence was clear that the District did not dictate to the IEE vendor what instruments to use or how to interpret the results of the evaluation.

9. However, based on the parent's mistaken belief that IDEA provided the parent the right to determine whether the evaluation could be provided to the District and before the evaluation could begin, the parent raised an issue regarding the Health Insurance Portability and Accountability Act (HIPPA), a federal health information privacy law unrelated to IDEA or FAPE.

10. The evidence showed that the District had no policy or requirement regarding HIPPA rights and was not involved in the private terms of the evaluation between the parent's chosen

independent evaluator and the parent. In fact, the parent was free to choose another evaluator if the parent could not comply with the procedures required by the independent evaluator to perform the evaluation. Indeed, the parent's position and testimony on this issue was, at best bizarre, given the fact that the parent felt a [REDACTED] evaluation was necessary in order to develop an IEP for the Student. Further, the totality of the facts regarding the IEE was more indicative of an attempt to sabotage the IEE in order to claim a denial of FAPE or hide the results of an evaluation that was not favorable to the parent's position.

11. As indicated, the parent never followed through with the evaluation. The evidence was clear that the School Board did not refuse to provide the Student with an IEE and did in fact provide the opportunity for an IEE to Petitioner within a reasonable amount of time. However, the parent, through the parent's own actions and for the parent's own reasons, sabotaged that effort. As a consequence, the IEE was not completed. More importantly, there was no credible or competent evidence to support Petitioner's claim that failing to provide the IEE violated IDEA or denied FAPE to the Student.

12. Further, the evidence showed that the parent withdrew consent for the District to exchange information with any of the private vendors the parent had selected to perform IEEs, thereby

withdrawing the parent's request for the [REDACTED] IEE.

Again, the evidence did not demonstrate that the District failed to provide FAPE to the Student or otherwise violated IDEA.

13. Around the end of November [REDACTED], close to the beginning of the District's winter break, the parent requested an IEE for [REDACTED] and [REDACTED]. On [REDACTED], [REDACTED], immediately after the winter break, the District denied the parent's request for an IEE for [REDACTED] and [REDACTED] because multiple District and private evaluations had been completed for the Student in those areas. The evidence demonstrated that the denial was reasonable and that the denial was made within a reasonable amount of time from the parent's request. On [REDACTED], [REDACTED], and as required under IDEA, the District filed a due process complaint regarding the parent's requested IEE ([REDACTED]). On [REDACTED], [REDACTED], the case was settled by the parties because the District granted the parent's request for an IEE.

14. On [REDACTED], [REDACTED], the parent notified Respondent by email that the parent was selecting [REDACTED], owned and directed by [REDACTED], a licensed [REDACTED] and [REDACTED], to conduct the IEE. Around [REDACTED], [REDACTED], the district reviewed [REDACTED]'s [REDACTED] qualifications to perform a [REDACTED] and [REDACTED] evaluation and determined [REDACTED] was qualified. On [REDACTED] through [REDACTED], [REDACTED], Respondent corresponded directly with [REDACTED] to assist [REDACTED] with the

vendor, payment, and fingerprinting process. Respondent also provided a Consent for Mutual Exchange of Information form to [REDACTED]. [REDACTED] that was signed by the parent.

15. During this time, [REDACTED]. [REDACTED] provided the end date for the contract [REDACTED] felt was reasonable and confirmed the amount to perform the IEE would be \$[REDACTED].00. The contract was developed and [REDACTED]. [REDACTED] was sent the contract on [REDACTED] [REDACTED], [REDACTED]. On [REDACTED] [REDACTED], [REDACTED], [REDACTED]. [REDACTED] responded that [REDACTED] now had a vendor ID badge, but did not provide contract dates to begin and end the contract.

16. On [REDACTED] [REDACTED], [REDACTED], District staff reached out to ensure that [REDACTED]. [REDACTED] was still interested in performing the IEE for the Student. The end-date for the contract was changed to [REDACTED] [REDACTED], [REDACTED]. On the same day, the District sent [REDACTED]. [REDACTED] the contract with updated dates.

17. On [REDACTED] [REDACTED], [REDACTED], [REDACTED]. [REDACTED] sent the vendor application required to become a vendor to the District. By [REDACTED] [REDACTED], [REDACTED], the District had received all of the information from [REDACTED]. [REDACTED] to become a vendor with the District. Additionally, on the same date, [REDACTED]. [REDACTED] agreed to extend the contract end date to [REDACTED] [REDACTED], [REDACTED], and the contract was ultimately finalized on [REDACTED] [REDACTED], [REDACTED].

18. The evidence demonstrated that the contract for the IEE was provided within a reasonable amount of time and was not

unnecessarily delayed. Additionally, and as with the psychoeducational IEE, the evidence was clear that [REDACTED]. [REDACTED] was an independent contractor who ran [REDACTED] own business and determined the evaluation process [REDACTED] would use. There was no evidence that [REDACTED]. [REDACTED] was an employee of the District.

19. Moreover, the evidence did not demonstrate that the District failed to provide FAPE to the Student or, otherwise, failed to comply with IDEA. As such, the portions of Petitioner's complaint relative to the contract and alleged employment of the evaluator should be dismissed.

20. As with the [REDACTED] IEE, on [REDACTED] [REDACTED], [REDACTED], Petitioner revoked consent for the District to talk to anyone in the private sector who had evaluated the Student, including IEE vendors. The revocation prevented IEE vendors from providing information or reports to the District and the District from providing necessary information to the IEE vendors. As such, the revocation effectively served as the parent's withdrawal of [REDACTED] request for a [REDACTED] and [REDACTED] IEE.

21. Thereafter, [REDACTED]. [REDACTED], on [REDACTED] [REDACTED] and [REDACTED], [REDACTED], completed an IEE for the Student. Because of the withdrawal of consent by the parent, the evaluation was not provided to the District for review by the IEP team and [REDACTED]. [REDACTED] was, appropriately, not paid by the District for an evaluation it did

not receive. In short, the parent sabotaged the IEE process so that the contract could not be completed by the parent's chosen evaluator. Given these facts, the evidence did not demonstrate that such nonpayment failed to provide FAPE to the Student or violated IDEA and the allegations of Petitioner's complaint relative to such nonpayment should be dismissed.

CONCLUSIONS OF LAW

22. The Division of Administrative Hearings (DOAH) has jurisdiction over the subject matter of this proceeding and of the parties thereto. See §§ 120.65(6) and 1003.57(1)(c), Fla. Stat.; Fla. Admin. Code R. 6A-6.03311(9)(u).

23. Petitioner bears the burden of proof with respect to each of the issues raised herein. Schaffer v. Weast, 546 U.S. 49, 62 (2005).

24. In enacting the IDEA, Congress sought to "ensure that all children with disabilities have available to them a free appropriate public education that emphasized special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living." 20 U.S.C. § 1400(d)(1)(A); Phillip C. v. Jefferson Cnty. Bd. of Educ., 701 F.3d 691, 694 (11th Cir. 2012). The statute was intended to address the inadequate educational services offered to children with disabilities and to combat the exclusion of such children from the public school system.

20 U.S.C. § 1400(c)(2)(A)-(B). To accomplish these objectives, the federal government provides funding to participating state and local educational agencies, which is contingent on each agency's compliance with the IDEA's procedural and substantive requirements. Doe v. Ala. State Dep't of Educ., 915 F.2d 651, 654 (11th Cir. 1990).

25. Parents and students with disabilities are accorded substantial procedural safeguards to ensure that the purposes of the IDEA are fully realized. Bd. of Educ. v. Rowley, 458 U.S. 176, 205-06 (1982). Among other protections, parents are entitled to examine their child's records and participate in meetings concerning their child's education; receive written notice prior to any proposed change in the educational placement of their child; and file an administrative due process complaint "with respect to any matter relating to the identification, evaluation, or educational placement of [their] child, or the provision of a free appropriate public education to such child." 20 U.S.C. § 1415(b)(1), (b)(3), & (b)(6).

26. To satisfy the IDEA's substantive requirements, school districts must provide all eligible students with FAPE, which is defined as:

[S]pecial education services that - (A) have been provided at public expense, under public supervision and direction, and without charge; (B) meet the standards of the State educational agency; (C) include an

appropriate preschool, elementary school, or secondary school education in the State involved; and (D) are provided in conformity with the individualized education program required under [20 U.S.C. § 1414(d)].

20 U.S.C. § 1401(9).

27. "Special education," as that term is used in the IDEA, is defined as:

[S]pecially designed instruction, at no cost to parents, to meet the unique needs of a child with a disability, including--

(A) instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings

20 U.S.C. § 1401(29).

28. The components of FAPE are recorded in an IEP, which, among other things, identifies the child's "present levels of academic achievement and functional performance," establishes measurable annual goals, addresses the services and accommodations to be provided to the child, and whether the child will attend mainstream classes, and specifies the measurement tools and periodic reports that will be used to evaluate the child's progress. 20 U.S.C. § 1414(d)(1)(A)(i); 34 C.F.R. § 300.320. "Not less frequently than annually," the IEP team must review and, as appropriate, revise the IEP.

20 U.S.C. § 1414(d)(4)(A)(i).

29. In Rowley, the Supreme Court held that a two-part inquiry or analysis of the facts must be undertaken in

determining whether a local school system has provided a child with FAPE. As an initial matter, it is necessary to examine whether the school system has complied with the IDEA's procedural requirements. Rowley, 458 U.S. at 206-207. However, a procedural error does not automatically result in a denial of FAPE. See G.C. v. Muscogee Cnty. Sch. Dist., 668 F.3d 1258, 1270 (11th Cir. 2012). Instead, FAPE is denied only if the procedural flaw impeded the child's right to a free appropriate public education, significantly infringed the parents' opportunity to participate in the decision-making process, or caused an actual deprivation of educational benefits. Winkelman v. Parma City Sch. Dist., 550 U.S. 5-16, 525-26 (2007).

30. In this case, Petitioner has alleged that the School Board failed to meet only the procedural requirements of IDEA by entering into a contract with the parent's chosen independent psychoeducational and [REDACTED] evaluators that required the evaluations to be submitted to the School Board and/or allegedly made the chosen evaluators employees under the contract. The parent further alleged that the School Board failed to meet the procedural requirements of IDEA through Respondent's vendor procurement process.

31. Relative to the case herein, an independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the district responsible for the

child's education. 34 CFR 300.502 (a)(3)(i). Notably, parents always have the right to obtain an evaluation of their child independent of the school board at their own expense. However, under IDEA publicly funded IEEs are only allowed in certain circumstances. The Part B IDEA regulations and Florida Administrative Code rule 6A-6.03311(6) outline the circumstances under which public funds can be used to pay for a parent requested IEE. The rule states, as follows:

(6) Independent educational evaluations.

(a) A parent of a student with a disability has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the school district.

(b) The parent of a student with a disability has the right to be provided, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained and of the school district criteria applicable to independent educational evaluations.

(c) For purposes of this section, independent educational evaluation is defined to mean an evaluation conducted by a qualified evaluation specialist who is not an employee of the school district responsible for the education of the student in question.

(d) Public expense is defined to mean that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.

(e) Whenever an independent educational evaluation is conducted, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluation specialist, shall be the same as the criteria used by the school district when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an independent educational evaluation.

(f) The school district may not impose conditions or timelines for obtaining an independent educational evaluation at public expense other than those criteria described in this rule.

(g) If a parent requests an independent educational evaluation at public expense, the school district must, without unnecessary delay either:

1. Ensure that an independent educational evaluation is provided at public expense; or
2. Initiate a due process hearing under this rule to show that its evaluation is appropriate or that the evaluation obtained by the parent did not meet the school district's criteria. If the school district initiates a hearing and the final decision from the hearing is that the district's evaluation is appropriate, then the parent still has a right to an independent educational evaluation, but not at public expense.

(h) If a parent requests an independent educational evaluation, the school district may ask the parent to give a reason why he or she objects to the school district's evaluation. However, the explanation by the parent may not be required and the school district may not unreasonably delay either providing the independent educational

evaluation at public expense or initiating a due process hearing to defend the school district's evaluation.

(i) A parent is entitled to only one (1) independent educational evaluation at public expense each time the school district conducts an evaluation with which the parent disagrees.

(j) Parent-initiated evaluations. If the parent obtains an independent educational evaluation at public expense or shares with the school district an evaluation obtained at private expense:

1. The school district shall consider the results of such evaluation in any decision regarding the provision of FAPE to the student, if it meets appropriate district criteria described in this rule; and,

2. The results of such evaluation may be presented by any party as evidence at any due process hearing regarding that student.

(k) If an administrative law judge requests an independent educational evaluation as part of a due process hearing, the cost of the evaluation must be at public expense.

34 C.F.R. § 300.502.

32. "Whether a school's actions under 34 C.F.R. § 300.502 constitute an 'unnecessary delay' is an inquiry that must be addressed on a case-by-case basis The facts of each case are therefore critical." Horne v. Potomac Prep. P.C.S., 209 F. Supp. 3d 146, 153 (D.D.C. 2016) (internal citations omitted).

33. In the instant case, the better evidence demonstrated that Respondent granted Petitioner's requests for [REDACTED] and [REDACTED] and [REDACTED] IEEs in a timely manner after they were requested without unnecessary delay. The psychological IEE was granted within one day and the [REDACTED] and [REDACTED] evaluation was granted within a reasonable time period.

34. In regards to the [REDACTED] and [REDACTED] evaluation sought by the parent, the IEP team had already considered the results of two recent evaluations by the same [REDACTED] and [REDACTED] [REDACTED] that Petitioner chose to conduct the IEE at issue here. Additionally, the evidence was clear that the IEE at issue here added nothing material to the information already considered by the IEP team. As such, Petitioner failed to establish that any delays in granting the [REDACTED] and [REDACTED] IEE were material to the provision of FAPE or caused a denial of FAPE to the Student.

35. Further, the evidence showed that the [REDACTED] and [REDACTED] evaluation was never provided to the IEP team for consideration because the parent withdrew consent for the evaluation. Similarly, regarding the [REDACTED] evaluation the evidence showed that for reasons not involving the District, but involving the waiver of HIPPA rights and the parent's mistaken belief that IDEA gave the parent the right to determine whether the District could receive the evaluation

after it was completed by the evaluator, the parent elected not to proceed with the IEE. As a result, the [REDACTED] evaluation was never completed because the parent failed to cooperate with the evaluator due to the parent's disagreement over HIPPA rights and eventually withdrew consent for the evaluation. In G.J. v. Muscogee Cnty. Sch. Dist., 668 F.3d 1258 (11th Cir. 2012), the parents attempted to keep evaluation results confidential. The court held that a parent who places extensive conditions on the reevaluation process effectively denies consent for the evaluation. See also A.L. v. Jackson County Sch. Bd., 635 Fed. Appx. 774, 782 (11th Cir. 2015) (unpublished). Since Petitioner's parent withdrew consent for the IEEs in this case, Respondent was not obligated to pay for the [REDACTED] and [REDACTED] IEE. Further, the evidence did not demonstrate that the District violated IDEA when the parent did not allow the [REDACTED] IEE to proceed.

36. More importantly relative to the [REDACTED] and [REDACTED] evaluations, the evidence was clear that the District did not impose criteria or conditions upon the IEEs beyond those used by the school district when it initiates an evaluation. Moreover, the vendor procurement process did not impose criteria related to the evaluations, but only to appropriate fiscal controls necessary for governmental agencies to ensure responsible payment of vendors. Further, the vendor process did not

unreasonably or unnecessarily delay the performance of the IEEs by the vendors. Finally, the evidence was clear that the parent's chosen IEE vendors were independent from the District and were not employees of the District. As such, Petitioner's claims as asserted in the due process Complaint were not supported by the evidence, and, therefore, are dismissed.^{3/}

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is ORDERED that Petitioner's Complaint is DISMISSED in its entirety.

DONE AND ORDERED this 31st day of August, 2018, in Tallahassee, Leon County, Florida.

S

DIANE CLEAVINGER
Administrative Law Judge
Division of Administrative Hearings
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Filed with the Clerk of the
Division of Administrative Hearings
this [REDACTED] day of [REDACTED], [REDACTED].

ENDNOTES

^{1/} As a governmental entity, the District has several fiscal requirements for entering into contracts with vendors for a variety of deliverables (goods and services) and paying invoices

for those deliverables under those contracts. Requirements include completion of a vendor application by the vendor with the correct vendor name, fingerprinting, provision of appropriate IRS numbers, insurance information, and licensure information if required for performance of the contract. Such procurement requirements are required of all vendors and are related to purchasing. They are necessary fiscal requirements of any governmental contracting agency to track and protect taxpayer dollars. They are not criteria related to performing an educational evaluation under IDEA. As such, IDEA does not replace or set aside the ordinary fiscal requirements of government that are in place to ensure taxpayer money is used to pay for goods and services that meet contract requirements and are actually delivered.

^{2/} The evidence showed that [REDACTED]. [REDACTED] difficulty with obtaining vendor status was not due, as the parent believed, to some conspiracy by the District to impose its view of the Student's disability on the parent, but was due to [REDACTED]. [REDACTED] confusion regarding [REDACTED] status as an individual vendor and the company for whom [REDACTED] was an independent contractor (whose name [REDACTED] supplied) who [REDACTED] could not legally bind under the contract with the District. Once [REDACTED]. [REDACTED] agreed to personally enter into the contract, the vendor process concluded quickly and the contract was finalized. The delay caused by confusion over the proper party to the contract was not an unreasonable delay given the importance of having a legally binding contract with a signatory who can bind the vendor.

^{3/} Notably, to the extent that the three-year review period was approaching for the Student at the time of the hearing and given the Student is no longer enrolled in public school, the issues regarding the IEEs at issue in this case appear to be moot. T.P. by T.P. and B.P. v. Bryan County Sch. Dist., 115 LRP 29136 (11th Cir. 07/02/15).

COPIES FURNISHED:

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NOTICE OF RIGHT TO JUDICIAL REVIEW

This decision is final unless, within 90 days after the date of this decision, an adversely affected party:

- a) brings a civil action in the appropriate state circuit court pursuant to section 1003.57(1)(c), Florida Statutes (2014), and Florida Administrative Code Rule 6A-6.03311(9)(w); or
- b) brings a civil action in the appropriate district court of the United States pursuant to 20 U.S.C. § 1415(i)(2), 34 C.F.R. § 300.516, and Florida Administrative Code Rule 6A-6.03311(9)(w).