

SPECIAL EDUCATION POLICY**I. Differential Graduation and Competency for Students with Disabilities****A. Prescribed Course of Study**

The local education agency (LEA) governing board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the LEA's regular course of study may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on daily instruction and state and districtwide assessments. The IEP team shall also determine the appropriate promotion for each student with a disability based on the level of individualized accommodations and modifications documented in the IEP.

II. Guidelines for Physical Restraint of Students**A. General Guidance**

The local education agency (LEA) governing board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that the use of behavioral techniques within the classroom setting may be needed on an individualized basis to provide FAPE. The LEA governing board also recognizes that any effort to change the behavior of another individual represents a degree of intrusion into that individual's life. To justify that intrusion, reasonable assurances must be given that, as a result of the intervention, the individual's behavior will change in a timely manner and that this change will benefit the individual. Therefore, in accordance with law, all efforts to change behavior must be based on effective techniques and the least intrusive procedure likely to be effective will be used.

B. Use of Physical Restraint

The Principal shall ensure that school personnel use physical restraint with two goals in mind:

1. To administer a physical restraint only when needed to protect a student and/or a member of the school community from imminent, serious, physical harm; and
2. To prevent or minimize any harm to the student as a result of the use of physical restraint.

The Principal shall ensure physical restraint may be used in the following circumstances:

1. Non-physical interventions would not have been effective;

2. The student's behavior poses a threat of imminent, serious, physical harm to self and/or others; and
3. As a last resort, after less intrusive interventions have been exhausted.

Physical restraint shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.

Physical restraint is prohibited in the following circumstances:

1. As a means of punishment; or
2. As a response to property destruction, disruption of school order, a student's refusal to comply with a school rule or staff directive, disrespectful verbal comments that do not constitute a threat of imminent, serious, physical harm.

C. Referral to Law Enforcement or Other State Agencies

In circumstances in which LEA employees are mandated by law to report criminal activity, the Principal shall ensure that school personnel are not prohibited from:

1. The right of any individual to report to appropriate authorities a crime committed by a student or other individual; or
2. Law enforcement, judicial authorities, or school security personnel from exercising their responsibilities, including the physical detainment of a student or other person alleged to have committed a crime or posing a security risk.

D. Administration of Physical Restraint

The Principal shall ensure that whenever possible:

1. School personnel who have obtained certification from a certified physical restraint agency training shall administer physical restraint on students.
2. The administration of a restraint shall be witnessed by at least one adult who does not participate in the restraint.

The Principal shall also ensure:

1. A person administering a physical restraint shall use only the amount of force necessary to protect the student or others from physical injury or harm.
2. A person administering a physical restraint shall use the safest method available and

appropriate to the situation following the safety requirements set forth below.

3. A person administering a physical restraint shall use only the amount of time necessary to allow the student to de-escalate.

E. Safety Requirements

The following safety requirements are required for the use of physical restraint:

1. No restraint shall be administered in such a way that the student is subject to interventions that are designed or are likely to cause pain or that subject students to verbal abuse, humiliation or ridicule; that deprive students of any of their senses or of sleep, food, water or shelter or proper supervision; or that involve the use of noxious sprays or substances.
2. During the administration of a restraint, a staff member shall continuously monitor the physical status of the student, including skin color and respiration. A restraint shall be released immediately upon a determination by the staff member administering the restraint that the student is no longer at risk of causing imminent physical harm to him or herself or others.
3. Restraint shall be administered in such a way so as to prevent or minimize physical harm. If, at any time during a physical restraint, the student demonstrates significant physical distress, the student shall be released from the restraint immediately, and school staff shall take steps to seek medical assistance.
4. School staff shall review and consider any known medical or psychological limitations and/or behavioral intervention plans regarding the use of physical restraint on an individual student.
5. Following the release of a student from a restraint, the school shall implement follow-up procedures. These procedures shall include reviewing the incident with the student to address the behavior that precipitated the restraint, reviewing the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed, and consideration of whether any follow up is appropriate for the student or any student who witnessed the incident.

F. Reporting Requirements

School staff shall verbally report the use of physical restraints to the Principal of the restraint as soon as possible, and by written report no later than the next school working day. If the Principal is out, the Assistant Principal shall be notified.

The Principal or designee shall maintain an ongoing record of all reported instances of physical restraint.

The Principal or designee shall verbally inform the student's parents or guardian of the restraint on the same day and by written report postmarked no later than three school working days

following the use of restraint. If the school customarily provides the parent or guardian of a student with necessary school-related information in a language other than English, the written restraint report shall be provided to the parent or guardian in that language.

G. Special Circumstances

Restraint administered to a student with a disability pursuant to a Functional Behavior Assessment (FBA), IEP, and Behavior Intervention Plan (BIP), developed in accordance with state and federal law to which the LEA and the student's parents or guardians have agreed, shall be deemed to meet the requirements of these guidelines.

III. Individual Education Evaluation (IEE)

A. IEE at Parent Expense

The local education agency (LEA) governing board acknowledges that a parent/guardian has the right to obtain an independent educational evaluations (IEE) at their own expense at any time. In these circumstances, the Principal or designee(s) shall ensure that the student's independent education plan (IEP) team shall consider the results of the IEE when determining an offer of a free appropriate public education (FAPE) for the student. However, the results of an IEE will not dictate the IEP team's determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Principal or designee(s) shall ensure that the unilaterally obtained IEE meets the LEA criteria discussed in this policy.

B. IEE at Public Expense

The local education agency (LEA) governing board recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by the LEA within the last two years.

The Principal or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense the LEA/district shall provide the parent/guardian with a copy of their Procedural Safeguards *and* either:

1. Initiate a due process hearing to show that the evaluation, completed by the LEA/district, is appropriate; or
2. Provide the parent/guardian with information about where an IEE may be obtained, the LEA's criteria applicable for IEEs, and ensure than an IEE is provided at public expense.

In instances in which the LEA is granting the parent's request for an IEE, the Principal or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of

the evaluation and the qualifications of the examiner, must be the same as the criteria that the LEA uses when it initiates an evaluation.

2. The LEA does not impose conditions or timelines related to obtaining an IEE at public expense.
3. All assessments shall be completed by persons competent to perform the assessment as determined by the LEA.
4. The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the LEA staff to provide similar evaluations.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by the LEA.

C. IEE Cost Determination

The cost determination for an IEE shall be comparable to the costs incurred by the LEA when it uses its own employees or contractors to complete an assessment, whenever possible. As a result, the Principal or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated once every three years and determined by averaging the cost of the following three assessors:

1. The cost of an assessment provided by a LEA employee;
2. The cost of an assessment provided by a neighboring LEA; and
3. The cost of an assessment provided by a private service provider, with appropriate qualifications, within (*40 miles*) from the LEA.

The Principal or designee(s) shall ensure a parent/guardian may demonstrate that unique circumstances, related to the student's educational need(s), justify a financial waiver of any of the cost ceiling as defined by the LEA.

The Principal or designee(s) shall request that the parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, the LEA governing board recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy;
2. An increase in premiums or the discontinuance of the policy; or
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

IV. Promotion/Retention

The local education agency (LEA) governing board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

A. Promotion

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

B. Retention

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels:

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the intermediate grades and the beginning of the middle school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement: (*LEA assessments, attendance, and/or portfolios*).

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grade. If a student does not have a single regular classroom teacher, the Principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student.

The teacher's decision to promote or retain a student may be appealed. The Principal or designee shall establish an appeals process for the LEA.

When a student is recommended for retention or is identified as being at risk for retention, the Principal or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations.

C. Special Education Students

The Principal or designee shall ensure that with regards to special education students, the

determination as to the appropriate standards for promotion or retention should be made as part of the IEP process.

V. Transportation as a Related Service for Students with Disabilities

According to state and federal laws, charter schools are not mandated to provide transportation to general education students. In individualized circumstances, an individualized education program (IEP) team may determine a student with a disability requires transportation as a related service on their IEP to benefit from special education.

The Principal or designee(s) shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student with disabilities based on his/her identified needs and the IEP team's determination if the student is eligible to receive transportation as a special education related service. This shall include, but not be limited to: (1) the severity of the student's disability, (2) consideration of the effect that the location of placement will have on the length of time that a student has to and from school each day, and (3) access to offer of a free, appropriate public education (FAPE) and special education related services. In addition, the placement and transportation criteria shall be reviewed at least annually to determine suitability.

The Principal shall ensure that appropriate transportation services are provided for students with disabilities as specified in their IEP or 504 accommodations plan. Considering the IEP team's identified specialized transportation needs of a pupil, transportation options may include, but are not limited to: walking, utilizing public transportation, reimburse a parent/guardian driving with the individual's voluntary participation, or other mode as determined in the IEP or 504 accommodations plan.

The Principal shall ensure that students who are eligible for transportation services in the IEP or 504 accommodations plan are transported by an individual who has a valid California driver's license, minimum of 1 million in liability insurance, and has completed the LEA's specialized transportation agreement.

The Principal shall ensure that in circumstances where the IEP or 504 accommodations plan determines reimbursement will be provided to a parent/guardian the parent/guardian is reimbursed at the California government reimbursement rate for short-term travel-personal vehicle mileage.

The Principal shall ensure that students who are eligible for transportation services in the IEP or 504 accommodations plan and suspended from transportation, receive an alternative form of transportation at no cost to the pupil or parent/guardian.

Adopted: June 28, 2021

Amended:

Special Education Transportation Service Agreement

This SPECIAL EDUCATION TRANSPORTATION SERVICE AGREEMENT (“Agreement”) is entered into by and between _____ (the “Local Education Agency (LEA)”), and _____ (“Parent/Guardian”) as of (date) on behalf of _____ (“Student”).

WHEREAS, the IEP team has determined that Student shall be provided with transportation as a related service, as defined by 34 C.F.R. § 300.34.

WHEREAS, such services are made available at no cost from public agencies; and

WHEREAS, Parents and LEAs are authorized to mutually agree that the LEA may discharge its duties to transport a child with a disability by having parents locate and supply their own transportation for their child and then reimburse parents for their expenses;

NOW, THEREFORE, the parties agree as follows:

1. Parent/Guardian understands and agrees that LEA will not provide transportation for Student. Parent/Guardian, for an in consideration of the payments to be made as set forth in this Agreement, voluntarily agrees on each school day to transport the child to school.
2. Parent/Guardian meets all minimum LEA requirements to transport Student according to LEA SchoolBoard Policy (Number).
3. Parent/Guardian will commence providing services under this Agreement on _____ (date) and will diligently perform as required and complete performance by _____ (date). The Agreement is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associations. The Parent/Guardian warrants that it is qualified to provide the service under this Agreement, and that it meets all minimum qualification standards imposed by the LEA School Board Policy (Number).
4. LEA shall reimburse the Parent/Guardian at the California government reimbursement rate for short-term travel- personal vehicle mileage at _____ per mile for _____ miles traveled. Payment shall be made in accordance with the LEA’s normal billing cycles for each day of attendance upon receipt of an invoice appropriate documentation from the Parent such as a mileage reimbursement sheet. If at any time the residence of Student changes, the Agreement shall terminate until this Agreement is amended to reflect the new mileage to school.
5. Parent shall provide thirty (30) days written notice to the LEA if at any time he/she wishes to cancel this Agreement.

LEA may terminate this Agreement if the student has acquired ten unexcused absences due to

transportation or if excessive tardies begin to impact student's ability to access FAPE. Written notice by LEA shall be sufficient to cease further performance of services by Parent/Guardian. The notice of termination of this agreement shall be deemed given when received by Parent/Guardian or not later than three days after the date of mailing, whichever is sooner.

6. Should termination of this Agreement be given to the Parent/Guardian, an IEP meeting will be convened to determine alternative means of transportation for Student.
7. Parent/Guardian agrees to and shall defend, hold harmless and indemnify LEA, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever as related to transporting Student to and from the LEA.
8. This Agreement may not be subcontracted or assigned without written consent of the parties hereto. Any assignment not approved in writing by completing additional Special Education Transportation Service Agreements between the LEA and individuals transporting ("Student Name") is void.
9. This Agreement may be modified or amended only by a written document signed by authorized representatives of LEA and Parent/Guardian except that the LEA may unilaterally amend the Agreement to implement changes as required by law.
10. The terms and conditions of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

LOCAL EDUCATION AGENCY

PARENT/GUARDIAN

Signature

Signature

Date

Date

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number