



SPECIAL EDUCATION POLICY

The Board of Directors of the Highland Academy Charter School (“Highland Academy” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education (“FAPE”) in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

Identification, Referral, and Evaluation for Special Education

Charter School shall follow applicable state and federal law and regulations and El Dorado Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program (“IEP”) Team Meetings

Highland Academy shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

The Charter School shall also review, at the request of a student’s general or special education teacher, the student’s assignment to their class. A mandatory IEP meeting shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The Executive Director shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please contact the Charter School office for a copy of your procedural safeguards.

Nonpublic, Nonsectarian Services

Highland Academy may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at Highland Academy is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements

with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), Highland Academy shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where Highland Academy has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. Highland Academy shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between Highland Academy and the NPS;
- A review of progress the student is making toward the student’s IEP goals;
- A review of progress the student is making toward the goals set forth in the student’s behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by Highland Academy.

Highland Academy shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Resource Specialist Program

Highland Academy shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.

5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

Highland Academy's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Executive Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

Transportation

According to state and federal laws, charter schools are not mandated to provide transportation to general education students. In individualized circumstances, an IEP team may determine a student with a disability requires transportation as a related service on their IEP to benefit from special education. The Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required.

The Executive Director or designee(s) shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student with disabilities based on the student's identified needs and the IEP team's determination if the student is eligible to receive

transportation as a special education related service. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan. 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 Executive Director 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.

When transportation services are required, the Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). Highland Academy shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

The Executive Director 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, liability insurance in the amount required by the Charter School's insurance policies and requirements, and has completed the Charter School's specialized transportation agreement.

The Executive Director 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. A parent/guardian eligible for reimbursement for transportation services will enter into a Special Education Transportation Service Agreement (See Appendix A), in accordance with SELPA policies and requirements.

The Executive Director 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.

Information on the Number of Individuals with Exceptional Needs

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Independent Educational Evaluations

A. IEE at Parent Expense

The Charter School acknowledges that a parent/guardian has the right to obtain an independent educational evaluation ("IEE") at their own expense at any time. In these circumstances, the Executive Director or designee(s) shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a 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 Executive Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

1. The parent disagreed with the Charter School's evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.

2. The parent timely and upon request provided Charter School with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy.
4. The parent timely provided a copy of the written evaluation report and all other documents/tests related to the report.
5. The examiner attends the relevant IEP team meeting by phone or in person to discuss their findings and provides protocols of all assessments to Charter School.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if Charter School initiates a due process hearing to show that Charter School's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

B. IEE at Public Expense

The Charter School 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 Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Executive Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, the Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

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

In instances in which the Charter School grants the parent's request for an IEE, the Executive Director 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 Charter School uses when it initiates an evaluation.

2. The Charter School 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 Charter School. Parent has the right to choose the examiner.
4. The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the Charter School staff to provide similar evaluations.
5. If the original evaluation completed by the Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
6. The evaluator must prepare and sign a full evaluation report containing:
 - a. A list of all information/data reviewed.
 - b. A clear explanation of the testing and assessment results.
 - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
 - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
 - e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.
7. 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 Charter School.

C. IEE Cost Determination

The cost determination for an IEE shall be comparable to the costs incurred by the Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Executive Director 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 factors:

1. The cost of an assessment provided by a Charter School employee;
2. The cost of an assessment provided by a neighboring local educational agency; and
3. The cost of an assessment provided by a private service provider, with appropriate qualifications, within 40 miles from the Charter School.

The Executive Director 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 Charter School.

The Executive Director 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 Charter School 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.

APPENDIX A:

Special Education Transportation Service Agreement

Highland Academy Charter School

This SPECIAL EDUCATION TRANSPORTATION SERVICE AGREEMENT (“Agreement”) is entered into by and between Highland Academy Charter School (the “Charter School”), 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 the Charter School are authorized to mutually agree that the Charter School 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 the Charter School 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 the Charter School requirements to transport Student according to the Charter School’s Special Education Policy (Board Policy #[INSERT]).
3. The 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 association. 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 Board Policy #[INSERT].
4. The Charter School 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 Charter School’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 Charter School if at any time the student wishes to cancel this Agreement. The Charter School 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 the Charter School 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 the Charter School, 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 Charter School.
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 Charter School and individuals transporting the Student is void.
9. This Agreement may be modified or amended only by a written document signed by authorized representatives of the Charter School and Parent/Guardian except that the Charter School 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.

Highland Academy Charter School

PARENT/GUARDIAN

Signature

Signature

Date

Date

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone No. Fax No.

Phone No. Fax No.

Federal ID for Business/Social Security No. for Individuals