

Sec. 6.1.1. APPLICABILITY OF TEXAS EDUCATION CODE

An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code relating to special education programs. (TEC §12.104(b)(2)(F))

[CHARTER HOLDER] shall comply with the requirements for monitoring compliance with federal and state laws relating to special education pursuant to Texas Education Code Section 29.010.

Sec. 6.1.2. ASSURANCE

Open-enrollment charter schools must submit a plan to the Texas Education Agency that provides assurances that the charter school has in effect policies, procedures and programs that are consistent with the State and Federal policies and procedures governing special education. (20 USC §1413(a); 34 CFR §§300.200-.201)

Sec. 6.1.3. PUBLIC EDUCATION INFORMATION MANAGEMENT SYSTEM (PEIMS)

“Most of the data TEA requests from school districts and charter schools are gathered using the Public Education Information Management System (PEIMS). PEIMS data are used for the Academic Excellence Indicator System (AEIS), Foundation School Program (FSP), statistical purposes, federal reporting, legislative requests, and audit purposes. Through PEIMS, schools report data including student demographic and academic performance, student attendance, personnel information, financial data, and organizational information.” *Texas Open-Enrollment Charter School Handbook* (TEA, Division of Charter School Administration, September 2011).

Sec. 6.1.4. APPLICABILITY OF TITLE RELATING TO THE PEIMS

An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to the PEIMS to the extent necessary to monitor compliance with Subchapter D (Open-Enrollment Charter School), Chapter 12, Texas Education Code. (TEC §12.104(b)(2)(A))

The Superintendent or designee shall prepare required PEIMS submissions in accordance with PEIMS Data Standards and Module 10 of the Financial Accountability System Resource Guide. The Superintendent or designee may collaborate with the regional education service center in preparing and timely submitting PEIMS reports.

Sec. 6.1.5. CONTRACTS FOR SERVICES; RESIDENTIAL PLACEMENT

Advantage Academy may contract with a public or private facility, institution, or agency inside or outside of this State for the provision of services to students with disabilities. Each contract for residential placement must be approved by the Commissioner. The Commissioner may approve a residential placement contract only after at least a programmatic evaluation of personnel qualifications, adequacy of physical plant and equipment, and curriculum content. The Commissioner may approve either the whole or a part of a facility or program. (TEC §29.008(a))

When a student, including one for whom the State is managing conservator, is placed primarily for care or treatment reasons in a private residential facility that operates its own private education program, none of the costs may be paid from public education funds. If a residential placement primarily for care or treatment reasons involves a private residential facility in which the education program is provided by the open-enrollment charter school, the portion of the costs that includes appropriate education services, as determined by the admission, review, and dismissal (ARD) committee, shall be paid from State and Federal education funds. (TEC §29.008(c))

If **Advantage Academy** contracts for the provision of education services rather than providing the services, **Advantage Academy** shall oversee the implementation of the student's individualized education program (IEP) and shall annually reevaluate the appropriateness of the arrangement. An approved facility, institution, or agency with whom the open-enrollment charter school contracts shall periodically report to the open-enrollment charter school on the services the student has received or will receive in accordance with the contract as well as diagnostic or other evaluative information that the open-enrollment charter school requires in order to fulfill its obligations under Subchapter A (Special Education), Chapter 29, Texas Education Code. (TEC §29.008(d))

Sec. 6.1.6. FACILITIES

Any construction of new facilities or alteration of existing facilities with authorized IDEA program funds must comply with the requirements of:

- Appendix A of Part 36 of Title 28, Code of Federal Regulations (commonly known as the *Americans with Disabilities Accessibility Guidelines for Buildings and Facilities*); and
- Appendix A of Subpart 101-19.6 of Title 41, Code of Federal Regulations (commonly known as the *Uniform Federal Accessibility Standards*).

Sec. 6.1.7. ADMINISTRATION OF EQUIPMENT

The ARD committee must consider whether the student needs assistive technology devices (ATDs) as a part of the student's special education, related services, or supplementary aids and services. On a case-by-case basis, the use of school-purchased ATDs in the student's home or in other settings is required if the student's ARD committee determines that the student needs access to those devices in order to receive free appropriate public education. (34 CFR §§300.105; 300.324(a)(2)(v); 20 USC §1414(d)(3)(B)(v))

Assistive technology means any device or equipment used to improve or maintain the function capabilities of a student with a disability. Assistive technology does not include a medical device that is surgically implanted. (34 CFR §§300.5-300.6)

Advantage Academy may transfer an assistive technology device (ATD) in accordance to TEC, §30.0015. The transfer agreement must include the standards in TEC §30.0015, including the following:

- 1) The transferor and transferee must represent and agree that the terms of the transfer are based on the fair market value of the ATD, determined in accordance with generally accepted accounting principles.
- 2) The informed consent of the parent of the student with a disability, or the adult student, for whom the ATD is being transferred must be obtained before the transfer of an ATD pursuant to TEC, §30.0015. The procedures employed by **Advantage Academy** in obtaining informed consent shall be consistent with the procedures employed by the school to obtain parental consent under 34 CFR §300.300. Consistent with 34 CFR, §300.505(c), informed parental or adult student consent need not be obtained if the school can demonstrate that it has taken reasonable measures to obtain that consent, and the student's parent or the adult student has failed to respond. To meet the reasonable measures requirement, the school must use procedures consistent with those described in 34 CFR, §300.322(d).
- 3) If the transfer is a sale, then the sale of the ATD shall be evidenced by a "Uniform Transfer Agreement" which includes the following:
 - a. the names of the transferor and the transferee (which may be any individual or entity identified in TEC, §30.0015(b));
 - b. the date of the transfer;
 - c. a description of the ATD being transferred;
 - d. the terms of the transfer (including the transfer of warranties, to the extent applicable); and
 - e. the signatures of authorized representatives of both transferor and transferee.

(19 TAC 89.1056)

Sec. 6.1.8. SPECIAL EDUCATION TEACHER DEFINED (20 U.S.C. §1401(10)(B)(I))

When used with respect to any public elementary school or secondary school special education teacher teaching in a State, such term means that—the teacher has obtained full State certification as a special education teacher (including certification obtained through alternative routes to certification), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State’s public charter school law.

Sec. 6.1.9. COMPLIANCE WITH FEDERAL AND STATE PERSONNEL STANDARDS FOR INDIVIDUALS SERVING CHILDREN WITH DISABILITIES

Advantage Academy shall ensure that personnel standards for all individuals serving children with disabilities are met in accordance with the Individuals with Disabilities Education Act (IDEA) and its procedures.

Advantage Academy recognizes that both the Every Student Succeeds Act and the IDEA provide that charter school teachers must meet the requirements set forth in the State’s public charter school law. 20 U.S.C. §§ 6311(g)(2)(J); 20 U.S.C. §1401(10)(B)(i). In Texas, that means that the charter school special education teacher must be certified.

Advantage Academy shall make an ongoing good-faith effort to recruit and hire appropriately and adequately certified and/or licensed personnel to provide a wide range of special education and related services to students with disabilities who are eligible for special education services. Special education staffing needs come from the individualized decisions made by the ARD committee.

Advantage Academy shall ensure that all personnel necessary to carry out the requirements of the IDEA 2004 are appropriately and adequately certified and/or licensed, prepared and assigned.

Advantage Academy adopts as policy the provisions under State and Federal law concerning personnel, including:

Charter school teachers must only meet the requirements of the State’s public charter school law, which differ from the requirements for Texas teacher certification. In Texas, State law does not require a teacher employed by an open-enrollment charter school to be certified unless the teacher is assigned to teach in special education or bilingual education programs, in which case the appropriate State certification is required. The minimum qualification under State law for a teacher at an open-enrollment charter school, other than a special

education or bilingual education teacher, is a bachelor's degree. However, the governing body of a **Advantage Academy** may set the qualifications for teachers at a standard above what State law requires.

The open-enrollment charter school shall not employ a person as a teacher unless that person holds a bachelor's degree. (TEC §12.129(a)). In an open-enrollment charter school that serves youth referred to or placed in a residential trade center by a local or state agency, a person may be employed as a teacher for a noncore vocational course without holding a baccalaureate degree if the person has demonstrated subject matter expertise related to the subject taught, such as professional work experience, formal training and education, holding a relevant active professional industry license, certification, or registration, or any combination of work experience, training and education, and industry license, certification, or registration, and received at least 20 hours of classroom management training as determined by the governing body of the open-enrollment charter school. (TEC §12.129(b))

All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 CFR §300.156; TEC §§21.002, 21.003, and 29.304; or appropriate state agency credentials. (19 T.A.C. §89.1131(a))

Sec. 6.1.10. NOTICE TO PARENTS – QUALIFICATIONS

The Superintendent or designee shall provide to the parent or guardian of each student enrolled in **Advantage Academy** written notice of the qualifications of each teacher employed by **Advantage Academy**.

Additionally, the Superintendent or designee shall, at the beginning of each school year, notify the parents of each student attending **Advantage Academy** that the parents may request, and **Advantage Academy** shall provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived.
3. Whether the teacher is teaching in the field of discipline of the certification of the teacher.
4. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Advantage Academy shall also provide to each individual parent timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who

does not meet applicable state certification standards or licensure requirements at the grade level and subject area in which the teacher has been assigned.

Sec. 6.2.1. ADMISSION, REVIEW AND DISMISSAL COMMITTEES

Eagle Advantage Schools, Inc. shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted. The ARD committee shall be the individualized education program (IEP) team defined at 34 CFR 300.321.

Sec. 6.2.2. ARD COMMITTEE RESPONSIBILITIES

The ARD committee and **Advantage Academy** are responsible for:

1. Evaluating, reevaluating, and determining eligibility for special education and related services;
2. Placement of students with disabilities, including disciplinary changes in placement;
3. Development of student IEPs;
4. Development and implementation of service plans for students who have been placed by their parents in private schools and who have been designated to receive special education and related services;
5. Compliance with the least restrictive environment standard;
6. Compliance with state requirements for reading diagnosis and state assessments;
7. Development of personal graduation plans;
8. Development of accelerated instruction under Education Code 28.0211 and intensive programs of instruction under Education Code 28.0213;
9. Evaluation, placement, and coordination of services for students who are deaf, hard of hearing, blind, or visually impaired; and
10. Determining eligibility for extracurricular activities, under Education Code 33.081.

19 TAC 89.1050(a); 34 CFR 300.116(a), 300.321(a).

Sec. 6.2.3. COMMITTEE MEMBERS

Advantage Academy shall ensure that each ARD committee meeting includes all of the following:

1. The parents of a child with a disability;
2. At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment) who must, to the extent practicable, be a teacher who is responsible for implementing a portion of the student's IEP;
3. At least one special education teacher, or where appropriate, at least one special education provider of the child;
4. A representative of **Advantage Academy** who:

- a. Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities;
- b. Is knowledgeable about the general education curriculum; and
- c. Is knowledgeable about the availability of **Advantage Academy**'s resources;
5. An individual who can interpret the instructional implications of evaluation results, who may be a member of the ARD committee (who may be a member of the committee listed in items 2–5);
6. At the discretion of the parent or **Advantage Academy**, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
7. The child, whenever appropriate;
8. A representative from career and technical education, preferably the teacher, when considering initial or continued placement of a student in a career and technical education program;
9. For a child with limited English proficiency, a member of the child's language-proficiency assessment committee (LPAC) when deciding upon the selection of assessments and appropriate accommodations;
10. For a child with an auditory impairment, including deaf-blindness, a teacher who is certified in the education of children with auditory impairments; and
11. For a child with a visual impairment, including deaf-blindness, a teacher who is certified in the education of children with visual impairments.

20 U.S.C. 1414(d)(1)(B); 34 CFR 300.321; 19 TAC 75.1023(d)(1), 89.1131(b)(3)–(4), 101.1009.

A **Advantage Academy** member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and **Advantage Academy** agree in writing that the attendance is not necessary because the member's area of the curriculum or related services is not being modified or discussed during the meeting.

A **Advantage Academy** member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and **Advantage Academy** consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

20 U.S.C. 1414(d)(1)(C); 34 CFR 300.321(e).

Sec. 6.2.3.1. Transition Meeting Membership

If the ARD committee is meeting to consider postsecondary goals and the transition services needed to assist the student in reaching those goals, **Advantage Academy** shall invite:

1. The student. If the student does not attend, **Advantage Academy** shall take other steps to ensure that the student's preferences and interests are considered.
2. To the extent appropriate, and with the consent of the parent or student who has reached the age of majority, a representative of any other agency that is likely to be responsible for providing or paying for transition services.

34 CFR 300.321(b).

Sec. 6.2.4. PARENTAL INVOLVEMENT

Advantage Academy shall take steps to ensure that one or both of the parents of a student with a disability are present at each ARD committee meeting or are afforded the opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include all information required by applicable regulation); and
2. Scheduling the meeting at a mutually agreed time and place.

If the purpose of the meeting is to consider transition services, the notice must also indicate this purpose, indicate that the Student will invite the student, and identify any other agency that will be invited to send a representative. 34 CFR 300.322(a)–(b); 19 TAC 89.1045.

Sec. 6.2.5. ALTERNATIVE PARTICIPATION METHODS

If neither parent can attend an ARD committee meeting, **Advantage Academy** must use other methods to ensure parent participation, including individual or conference telephone calls. 20 U.S.C. 1414(f); 34 CFR 300.322(c).

An ARD committee meeting may be conducted without a parent in attendance if **Advantage Academy** is unable to convince the parents that they should attend. In such event, **Advantage Academy** must keep a record of its attempts to arrange a mutually agreed time and place, such as:

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

34 CFR 300.322(d).

Sec. 6.2.6. ARD COMMITTEE MEETINGS

Advantage Academy shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. The committee shall review each student's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once per year.

A meeting does not include informal or unscheduled conversations involving **Advantage Academy** personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that **Advantage Academy** personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting. 20 U.S.C. 1414(d)(4); 34 CFR 300.116(b)(1), 300.324(b), (c)(1); 300.501(b)(3).

Sec. 6.2.6.1. Meeting at Parent Request

A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. **Advantage Academy** must respond to the request by holding the meeting or requesting TEA's assistance through the mediation process. **Advantage Academy** shall inform parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate. 19 TAC 89.1045(b)

Sec. 6.2.6.2. Transfer Students

If a student transfers to **Advantage Academy**, and the student had a previous IEP in place, **Advantage Academy** shall provide the student with a FAPE, including services comparable to those described in the previous IEP, in consultation with the parents, until:

1. In the case of a student who transfers within the state, **Advantage Academy** adopts the previous IEP or develops, adopts, and implements a new IEP.
2. In the case of a student who had an IEP in effect in another state, **Advantage Academy** conducts an evaluation, if determined necessary by **Advantage Academy**, and develops, adopts, and implements a new IEP, if appropriate.

20 U.S.C. 1414(d)(2)(C)(i); 34 CFR 300.323(e), (f).

Sec. 6.2.6.3. Transfer of Records

Advantage Academy shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the child's previous district. 20 U.S.C. 1414(d)(2)(C)(ii); 34 CFR 300.323(g).

Sec. 6.2.6.4. Military Dependents

Advantage Academy shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude **Advantage Academy** from performing subsequent evaluations to ensure appropriate placement of the student. Education Code 162.002 art. V, § C.

Sec. 6.2.7. ELIGIBILITY DETERMINATIONS

Upon completion of the administration of assessments and other evaluation measures, a team of qualified professionals and the parent shall make the determination of whether the child has a disability and of the educational needs of the child.

Advantage Academy shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent. 20 U.S.C. 1414(b)(4)(B); 34 CFR 300.306(a).

The admission, review, and dismissal ("ARD") committee must make its decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program ("IEP") and placement within 30 calendar days from the date of the completion of the written full individual and initial evaluation report. If the 30th day falls during the summer and school is not in session, the student's ARD committee has until the first day of classes in the fall to finalize decisions concerning the student's initial eligibility determination, IEP, and placement, unless the full individual and initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

When a report is provided to a parent not later than June 30 as described at Timeframe for Completion of Written Report, above, the ARD committee must meet not later than the 15th school day of the following school year to consider the evaluation. If, however, an evaluation indicates that a student will need ESY services, the ARD committee must meet as expeditiously as possible. 19 TAC 89.1011(d), (e).

Sec. 6.2.8. INDIVIDUALIZED EDUCATION PROGRAM (IEP)

Advantage Academy shall develop, review, and revise an IEP for each child with a disability. 20 U.S.C. 1412(a)(4); 34 CFR 300.320(a).

Advantage Academy shall have an IEP in effect for each child with a disability at the beginning of each school year. 20 U.S.C. 1414(d)(2)(A); 34 CFR 300.323(a).

The term “individualized education program” means a written statement for each child with a disability that includes:

1. A statement of the child’s present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the child’s progress toward the annual goals will be measured and when periodic reports on the progress of the child will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child;
5. A statement of the program modifications or supports for school personnel that will be provided for the child;
6. An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on state or system-wide assessments;
9. If the ARD committee determines that the child must take an alternative assessment instead of a particular regular state or system-wide assessment, a statement of why the child cannot participate in the regular assessment and why the particular assessment selected is appropriate for the child;
10. Beginning not later than the first IEP to be in effect when the child is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate, measurable postsecondary goals and transition services needed to assist the child in reaching those goals; and
11. Beginning not later than one year before the child reaches the age of 17, a statement that the child has been informed of the rights that will transfer to the child upon reaching the age of majority.

20 U.S.C. 1414(d); 34 CFR 300.320; 19 TAC 89.1055

Sec. 6.2.9. TRANSLATING IEPs

If the child's parent is unable to speak English, **Advantage Academy** shall:

1. Provide the parent with a written or audio-taped copy of the child's IEP translated into Spanish if Spanish is the parent's native language; or
2. If the parent's native language is a language other than Spanish, make a good faith effort to provide the parent with a written or audiotaped copy of the child's IEP translated into the parent's native language.

TEC § 29.005(d).

Sec. 6.2.10. AUTISM/PERVASIVE DEVELOPMENTAL DISORDERS

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;
5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and post-secondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (ASD);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the child's developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and

11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made. 19 TAC 89.1055(e)–(f).

Sec. 6.2.11. VISUAL IMPAIRMENT

Advantage Academy shall adopt written procedures as required in Education Code 30.002(c)(10) for providing special education services to students with visual impairments, if such services are necessary. 19 TAC 89.1075(b).

Sec. 6.2.12. COLLABORATIVE PROCESS

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions concerning the required elements of the IEP shall be made by agreement of the required members, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

Sec. 6.2.12.1. Recess

When agreement about all required elements of the IEP is not achieved, the parent or adult student who disagrees shall be offered a single opportunity to have the committee recess for a period not to exceed ten school days. This recess is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program.

These requirements do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than failure of the parents and **Advantage Academy** to reach agreement about all required elements of an IEP.

During the recess, the committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons to enable the committee to reach agreement.

The date, time, and place for continuing the ARD committee meeting shall be determined by agreement before the recess.

Sec. 6.2.12.2. No Agreement Reached

If, after the ten-day recess, the ARD committee still cannot reach agreement, **Advantage Academy** shall implement the IEP it has determined to be appropriate for the student. A written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.

When **Advantage Academy** implements an IEP with which the parents or adult student disagree, it shall provide prior written notice in compliance with applicable regulations and **Advantage Academy** policy.

Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point, when they disagree with ARD committee decisions. 19 TAC 89.1050(h).

Sec. 6.2.13. IEP MODIFICATION

Changes to an IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP.

After the annual IEP meeting for a school year, the parent and **Advantage Academy** may agree not to convene an IEP meeting for the purposes of making changes to the IEP and instead may develop a written document to amend or modify the child's current IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

To the extent possible, **Advantage Academy** shall encourage the consolidation of reevaluation meetings for the child and other ARD meetings for the child. 20 U.S.C. 1414(d)(3)(D)–(F); 34 CFR 300.324(a)(4)–(a)(6).

Sec. 6.2.14. LEAST RESTRICTIVE ENVIRONMENT

Advantage Academy shall ensure that, to the maximum extent possible, children with disabilities shall be educated with children who are not disabled. Special classes, special schooling, or other removal of children with disabilities from the regular educational environment shall occur only when the nature or severity of the child's disability is such that education in regular classes with the use of supplementary aids and services cannot be satisfactorily achieved. 20 U.S.C. 1412(a)(5); 34 CFR 300.114(a)(2).

Sec. 6.2.15. EXTENDED SCHOOL-YEAR SERVICES

Advantage Academy shall ensure that extended school-year (ESY) services are available as necessary to provide a student with a disability with a FAPE.

ESY services must be provided only if the ARD committee determines, on an individual basis, that the services are necessary for a FAPE. **Advantage Academy** may not limit ESY services to particular categories of disability or unilaterally limit the type, amount, or duration of ESY services. 34 CFR 300.106; 19 TAC 89.1065.

Sec. 6.2.16. GRADUATION

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's admission, review, and dismissal (ARD) committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. 19 TAC 101.3023(a).

Sec. 6.2.17. STATE ASSESSMENTS

TEA shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's admission, review, and dismissal ("ARD") committee, including assessment instruments approved by the Commissioner that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the Commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Sec. 6.2.18. TRANSPORTATION

Advantage Academy shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP. 19 TAC 89.1096(e).

Sec. 6.2.19. TRANSITIONING SERVICES

Sec. 6.2.19.1. Definitions

“Transition services” means a coordinated set of activities for a child with a disability that:

1. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child to facilitate the child’s movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
2. Is based on the individual child’s needs, taking into account the child’s strengths, preferences, and interests; and includes:
 - a. Instruction;
 - b. Related services;
 - c. Community experiences;
 - d. The development of employment and other post-school adult living objectives; and
 - e. If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

20 U.S.C. 1401(34); 34 CFR 300.43.

Sec. 6.2.19.2. Individual Transition Planning

In accordance with Education Code 29.011 and 29.0111, not later than when a student reaches 14 years of age, the admission, review, and dismissal (“ARD”) committee must consider, and if appropriate, address the following issues in the individualized education program (“IEP”):

1. Appropriate student involvement in the student's transition to life outside the public school system;
2. If the student is younger than 18 years of age, appropriate parental involvement in the student's transition;
3. If the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or **Advantage Academy**;

4. Any postsecondary education options;
5. A functional vocational evaluation;
6. Employment goals and objectives;
7. If the student is at least 18 years of age, the availability of age-appropriate instructional environments;
8. Independent living goals and objectives; and
9. Appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

In accordance with 34 C.F.R. 300.320(b), beginning not later than the first IEP to be in effect when the student turns 16 years of age, or younger if determined appropriate by the ARD committee, and updated annually thereafter, the IEP must include the following:

1. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
2. The transition services, including courses of study, needed to assist the student in reaching the postsecondary goals developed under paragraph (1) of this subsection.

20 U.S.C. 1414(d)(1)(A)(i)(VIII), 1414(d)(6); 34 C.F.R. 300.320(b); Education Code 29.0111; 19 TAC 89.1055(h), (j).

Sec. 6.2.19.3. Graduation

Graduation with a regular high school diploma under 19 TAC 89.1070(b)(1), (b)(2)(D), (f)(1), (f)(2), or (f)(3)(D) terminates a student's eligibility for special education services. For students who receive a diploma according to 19 TAC 89.1070(b)(2)(A), (B), or (C) or (f)(3)(A), (B), or (C), the ARD committee shall determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age requirements.

Graduation from high school with a regular diploma constitutes a change in placement that requires written prior notice to parents.

Advantage Academy is not required to conduct an evaluation before termination of eligibility due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for a FAPE under state law.

Advantage Academy shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

20 U.S.C. 1414(c)(5); 34 CFR 300.102(a)(3), 300.305(e)(2); 19 TAC 89.1070.

Sec. 6.3.1. AGE OF MAJORITY – TRANSFER OF RIGHTS

Not later than one year before the 18th birthday of a student with a disability, **Advantage Academy** shall:

1. Provide to the student and the student's parents:
 - a. Written notice regarding the transfer of rights; and
 - b. Information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement under Estates Code, Chapter 1357, and other supports and services that may enable the student to live independently; and
2. Ensure that the student's IEP includes a statement that **Advantage Academy** provided the required notice, information, and resources.

When a student reaches the age of majority (18 years of age), **Advantage Academy** shall provide written notice to the student and the student's parents of the transfer of parental rights. The notice must include the information required above.

This notice is separate and distinct from the requirement that, beginning at least one year before the student reaches the age of 18, the student's IEP include a statement regarding transfer of parental rights.

If a student with a disability or the student's parent requests information regarding guardianship or alternatives to guardianship, **Advantage Academy** shall provide the student or parent information and resources on supported decision-making agreements under Estates Code, Chapter 1357.

A student with a disability who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Chapter 31, Family Code, shall have the same right to make educational decisions as a student without a disability. All other rights accorded to parents under Chapter 29, Subchapter A of the Education Code or 20 U.S.C. 1415 transfer to the student.

(34 CFR 300.520; Education Code 29.017(a), (c), (c-1), (c-2); 19 TAC 89.1049(c))

Sec. 6.4.1. PREKINDERGARTEN PROGRAMS

Sec. 6.4.1.1. Tuition-Free Program

[CHARTER HOLDER] shall offer tuition-free prekindergarten classes if it identified 15 or more eligible children who are at least four years of age. **Advantage Academy** may offer tuition-free prekindergarten classes if it identifies 15 or more eligible children who are at least three years of age.

Sec. 6.4.1.1.1. *Exemption*

Advantage Academy may apply to the Commissioner for an exemption from the requirement that it provide a free prekindergarten program if **Advantage Academy** would be required to construct classroom facilities in order to provide the program.

Sec. 6.4.1.1.2. *Half-Day Basis*

A tuition-free prekindergarten class shall be operated on a half-day basis.

Sec. 6.4.1.1.3. *Program Eligibility*

A child is eligible for enrollment in free prekindergarten if the child is at least three years of age and:

1. Is unable to speak and comprehend the English language;
2. Is educationally disadvantaged;
3. Is homeless, as defined by federal law, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control;
4. Is the child of an active duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority;
5. Is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or
6. Is or ever has been in the conservatorship of the Department of Family and Protective Services following an adversary hearing under Family Code 262.201.
7. Is the child of a person eligible for the Star of Texas Award as:
 - a. A peace officer under Section 3106.002, Government Code;
 - b. A firefighter under Section 3106.003, Government Code; or
 - c. An emergency medical first responder under Section 3106.004, Government Code.

A child who is eligible for enrollment under item 4 or 5 above remains eligible if the child's parent leaves the armed forces, or is no longer on active duty, after the child begins the prekindergarten class.

Sec. 6.4.1.1.4. Public Notice

The Superintendent shall develop a system to notify the population in the community with children eligible or enrollment of the availability of the program. The system must include public notices issued in English and Spanish.

Sec. 6.4.2. PRESCHOOL-AGED CHILDREN

If **Advantage Academy** offers preschool, **Advantage Academy** must provide a free appropriate public education (FAPE) in the least restrictive environment to preschool-aged students even if **Advantage Academy** does not provide free preschool programs to all preschool-aged children. (34 C.F.R. §§300.101(a)-(b) and §300.116)

Advantage Academy may provide opportunities for the participation of the preschool students with disabilities in other preschool programs operated by public agencies or by locating classes for preschool students with disabilities in regular elementary schools. However, **Advantage Academy** is not required to initiate preschool programs or to establish extensive contact programs with private schools which serve both students with disabilities and students without disabilities solely to satisfy the requirements regarding placement in the least restrictive environment. (OSEP Policy Memo 89-23; 34 C.F.R. §300.102(a))

Advantage Academy shall develop a system to notify residents within the **Advantage Academy** boundaries with children who are at least three and younger than six and who are eligible for enrollment in a special education program of the availability of such programs. (TEC §29.009)

Sec. 6.5.1. CHILD FIND

Eagle Advantage Schools, Inc. shall ensure that all children residing within the **Advantage Academy** boundaries who have disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to:

1. Homeless children;
2. Children who are wards of the state;
3. Children attending private schools;
4. Highly mobile children (including migrant children); and
5. Children who are suspected of being in need of special education but who are advancing from grade to grade.

20 U.S.C. 1412(a)(3)(A); 34 CFR 300.111(a)(1)(i), (c).

Sec. 6.5.2. PRIVATE SCHOOL STUDENTS

Advantage Academy shall conduct a timely and meaningful consultation with private school representatives regarding the child find process and the provision of special education and related services to children enrolled in private schools within the **Advantage Academy** boundaries.

Advantage Academy shall undertake activities similar to those undertaken for public school children and shall complete the child find process for children enrolled in private schools in a time period comparable to that for other students attending the public schools within the **Advantage Academy** boundaries. 20 U.S.C. 1412(a)(10)(A)(ii)–(iv).

Sec. 6.5.2.1. Preschool Students

Advantage Academy shall develop a system to notify residents within the **Advantage Academy** boundaries with children who are at least three and younger than six and who are eligible for enrollment in a special education program of the availability of such programs. Education Code 29.009

Sec. 6.5.3. STUDENT RECORDS

After each student is enrolled in **Advantage Academy**, **Advantage Academy** will promptly request all student records from the student's previous school.

Sec. 6.6.1. STUDENTS WHO TRANSFER WITH AN IEP

When a student transfers to **Advantage Academy** from another school within Texas, **Advantage Academy** shall provide a free appropriate public education to the student. **Advantage Academy** shall provide comparable services as those described in the IEP the student transferred with until **Advantage Academy** adopts the student's IEP from the previous school, or develops, adopts and implements a new IEP.

If the student with a disability transfers to from a school outside of Texas, **Advantage Academy** shall provide the student with FAPE, including comparable services, until **Advantage Academy** conducts an evaluation and develops, adopts, and implements a new IEP. (34 CFR §300.323)

A new IEP must be implemented within 30 school days from the date the student is verified as being a student eligible for special education services.

If a student transfers from **Advantage Academy**, **Advantage Academy** will furnish the student's special education records to the student's new school not later than the 10th working day after the date a request for the information is received by **Advantage Academy**. (19 TAC §89.1050(j)(3))

Sec. 6.7.1. EARLY INTERVENING SERVICES

The education of students with disabilities can be made more effective by providing incentives for whole-school approaches, scientifically-based early reading programs, positive behavioral interventions and supports, and early intervening services to reduce the need to label students as disabled in order to address the learning and behavioral needs of such students. (20 USC §1400(c)(5)(F))

In implementing coordinated, early intervening services, **Advantage Academy** may carry out activities that include:

1. professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
2. providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

(20 USC §1413(f)(2); 34 CFR §300.226(b))

An early intervening service (including a response-to-intervention or (RTI)) process cannot delay the initial evaluation for special education services of a student suspected of having a disability. A parent may request an evaluation at any time to determine whether the student is a student with a disability. If a parent requests an evaluation and **Advantage Academy** agrees that the student may be eligible for special education, **Advantage Academy** must evaluate the student. If **Advantage Academy** denies the parent's request for evaluation, **Advantage Academy** shall provide notice to the parent explaining the basis for the refusal. The parent may challenge the refusal to evaluate through the impartial hearing process. (20 USC §1413(f)(3); 34 CFR §300.226(c))

Sec. 6.7.2. BILINGUAL EDUCATION PROGRAM

Advantage Academy shall identify Limited English Proficient (LEP) students based on state criteria. **Advantage Academy** shall provide an appropriate Bilingual Education (BE) or English as a Second Language (ESL) program conducted by teachers certified for such courses. (Texas Education Code Chapter 29, Subchapter B; 19 TAC §§89.1201-1265)

Sec. 6.7.3. STUDENT WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Advantage Academy shall ensure that a student with limited English proficiency who also qualifies for special education services as a student with a disability under the Individuals with Disabilities Education Act (IDEA) is not refused services in a bilingual education or English as a second language program solely because the student has a disability. (19 TAC §89.1230)

Sec. 6.7.4. APPLICABILITY OF TITLE RELATING TO BILINGUAL EDUCATION

An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to bilingual education under Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code. (TEC §12.104(b)(2)(G)). **Advantage Academy** adopts the requirements of Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code pursuant to TEC §12.104(b)(2)(G).

Sec. 6.7.5. ESTABLISHMENT OF BILINGUAL EDUCATION AND SPECIAL LANGUAGE PROGRAM

Advantage Academy shall establish a Bilingual Education (BE) or English as a Second Language (ESL) program as required by TEC §29.053 (Establishment of Bilingual Education and Special Language Programs) and in accordance with the procedures established by the Texas Education Agency, unless otherwise excepted under TEC §29.054 (Exception). (TEC §29.053)

Sec. 6.7.6. LANGUAGE PROFICIENCY ASSESSMENT COMMITTEES

Advantage Academy shall further establish a Language Proficiency Assessment Committee (LPAC) that complies with TEC §29.063. (TEC §29.063)

Sec. 6.7.7. PROGRAM CONTENT; METHOD OF INSTRUCTION

Advantage Academy's bilingual education program's content and instruction shall comply with TEC §29.055. (TEC §29.055)

Sec. 6.7.8. ENROLLMENT OF STUDENTS IN PROGRAM

Advantage Academy shall comply with the Texas Education Agency criteria for identification, assessment, and classification of students of limited English proficiency eligible for entry into the program or exit from the program. (TEC §29.056(a))

The student's parent must approve a student's entry into the program, exit from the program, or placement in the program. The open-enrollment charter school or parent may appeal the decision under TEC §29.064. (TEC §29.056(a))

Advantage Academy through its language proficiency assessment committee (LPAC) shall evaluate and consider reenrollment of students who have transferred out of a bilingual education or special language program under TEC §29.056(h) as required by TEC §29.0561.

Sec. 6.7.9. FACILITIES; CLASSES

Advantage Academy shall ensure that bilingual education and special language programs are located in the regular public charter school rather than in separate facilities. (TEC §29.057)

Sec. 6.7.10. ENROLLMENT OF STUDENTS WHO DO NOT HAVE LIMITED ENGLISH PROFICIENCY

Advantage Academy ensures that enrollment of students who do not have limited English proficiency may occur only if the requirements of TEC §29.058 are met. (TEC §29.058)

Sec. 6.7.11. COOPERATION AMONG SCHOOLS

Advantage Academy may cooperate with other schools to provide a bilingual education or special language program. (TEC §29.059)

Sec. 6.7.12. PRESCHOOL, SUMMER SCHOOL, AND EXTENDED TIME PROGRAMS

Each open-enrollment charter school that is required to offer a bilingual education or special language program shall offer a voluntary program for students of limited English proficiency who will be eligible for admission to kindergarten or the first grade at the beginning of the school year. A school that operates on a system permitted by the Texas Education Code other than a semester system shall offer 120 hours of instruction on a schedule the governing board establishes. The program shall meet the requirements of TEC §29.060. (TEC §29.060(a))

Enrollment of a student in the program is optional with the parent of the student. (TEC §29.060(b))

The program must be an intensive bilingual education or special language program that meets standards established by the Texas Education Agency. The student/teacher ratio for the program may not exceed 18/1. (TEC §29.060(c))

Advantage Academy may establish on a full- or part-time basis summer school, extended day, or extended week bilingual education or special language programs for students of limited English proficiency and may join with other schools or schools in establishing the programs. (TEC §29.060(d))

The programs required or authorized by TEC §29.060 may not be a substitute for programs required to be provided during the regular school year. (TEC §29.060(e))

The legislature may appropriate money from the foundation school fund for support of a program under TEC §29.060(a). (TEC §29.060(f))

Sec. 6.7.13. BILINGUAL EDUCATION AND SPECIAL LANGUAGE PROGRAM TEACHERS

Advantage Academy shall ensure that bilingual education and special language program teachers are properly certified. (TEC §29.061)

Sec. 6.7.14. APPEALS

A parent of a student enrolled in a bilingual education or special language program may appeal to the Commissioner if **Advantage Academy** fails to comply with the requirements established by law or by the Texas Education Agency. If the parent disagrees with the placement of the student in the program, the parent may appeal that decision to the **Advantage Academy** governing body. Appeals shall be conducted in accordance with procedures adopted by the Commissioner under Chapter 157 of the Texas Administrative Code. (TEC §29.064; 19 TAC §89.1240)

Sec. 6.7.15. PEIMS REPORTING REQUIREMENTS

Advantage Academy shall meet Public Education Information Management System (PEIMS) Reporting Requirements with respect to its bilingual education or special language programs. (TEC §29.066)

Sec. 6.8.1. PROCEDURAL SAFEGUARDS

The Superintendent of **Advantage Academy** shall establish and maintain procedures to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education (FAPE). 20 U.S.C. 1415(a)–(b).

These procedures shall include:

1. An opportunity for the parents to review all education records and to participate in meetings relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. 34 CFR 300.501.
2. An opportunity for the parents to obtain an independent educational evaluation of the child. 34 CFR 300.502.
3. Assignment of an individual to act as a surrogate for the parent when no parent can be identified, **Advantage Academy** cannot locate the parents, or the child is a ward of the state. 34 CFR 300.519.
4. Prior written notice to the parents whenever **Advantage Academy** proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. 34 CFR 300.503.
5. Procedures to allow parties to resolve disputes through a mediation process. 34 CFR 300.506.
6. An opportunity for any party to file a due process complaint on any matter relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. 34 CFR 300.507.
7. Procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which shall remain confidential). 34 CFR 300.508.

Sec. 6.8.2. CONSENT

Consent means that:

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

If the parent revokes consent in writing for his or her child's receipt of services after the child is initially provided special education and related services, **Advantage Academy** is not required to

amend the child's education records to remove any references to the child's receipt of services because of the revocation of consent.

34 CFR 300.9

Sec. 6.8.3. LANGUAGE OF NOTICES

The procedural safeguards and prior notices described below must be written in language understandable to the general public. The notice must be provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. 34 CFR 300.503(c), 300.504(d).

Sec. 6.8.3.1. Electronic Delivery of Notices

A parent may of a child with a disability may elect to receive required notices by electronic mail, if **Advantage Academy** makes that option available. 34 CFR 300.505.

Sec. 6.8.4. NOTICE OF PROCEDURAL SAFEGUARDS

Advantage Academy shall provide a copy of the procedural safeguards to parents only once per year, except that a copy also shall be given to the parents:

1. Upon initial referral or parental request for evaluation;
2. Upon receipt of the first state complaint and upon receipt of the first due process complaint in a school year;
3. On the date of a decision to make a disciplinary removal that is a change in placement; and
4. Upon request by a parent.

Advantage Academy may also place a current copy of the procedural safeguards notice on its Internet website.

Sec. 6.8.4.1. Contents of Notice

The notice shall include a full explanation of the procedural safeguards relating to:

1. Independent educational evaluations;
2. Prior written notice;
3. Parental consent;
4. Access to educational records;

5. Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
 - a. The time period in which to file a complaint,
 - b. The opportunity for **Advantage Academy** to resolve the complaint; and
 - c. The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures.
6. The availability of mediation;
7. The child's placement during pendency of any due process proceedings;
8. Procedures for children who are subject to placement in an interim alternative educational setting;
9. Requirements for unilateral placement by parents of children in private schools at public expense;
10. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
11. Civil actions, including the time period in which to file such actions; and
12. Attorneys' fees.

20 U.S.C. 1415(a)–(b), (d); 34 CFR 300.504(c).

Sec. 6.8.5. PRIOR NOTICE AND CONSENT

Advantage Academy shall provide prior written notice to the parents within a reasonable time before the School proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of a child or the provision of a FAPE to the child. 34 CFR 300.503(a).

“Reasonable time” is defined as at least five school days, unless the parents agree otherwise. 19 TAC 89.1015.

Sec. 6.8.5.1. Contents of Notice

The notice must include:

1. A description of the action proposed or refused by **Advantage Academy**;
2. An explanation of why **Advantage Academy** proposes or refuses to take the action;
3. A description of each evaluation procedure, assessment, record, or report **Advantage Academy** used as a basis for the proposed or refused action;
4. A statement that the parents have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the procedural safeguards can be obtained;

5. Sources for parents to contact to obtain assistance in understanding the IDEA rules;
6. A description of other options the ARD committee considered and the reasons why those options were rejected; and
7. A description of other factors relevant to **Advantage Academy**'s proposal or refusal.

34 CFR 300.503(b)

Sec. 6.8.6. CONSENT TO INITIAL EVALUATION

Before **Advantage Academy** conducts an initial evaluation, it shall provide prior written notice, including a description of any evaluation **Advantage Academy** proposes to conduct, and obtain informed consent for the evaluation from the parents. 20 U.S.C. 1414(a)(1)(D), (E); 34 CFR 300.304(a).

Sec. 6.8.7. CONSENT TO SERVICES

Advantage Academy shall seek informed consent from the parent before providing special education and related services to a child. 20 U.S.C. 1414(a)(1)(D).

Sec. 6.8.8. CONSENT TO REEVALUATION

Advantage Academy shall obtain informed parental consent before conducting any reevaluation of a child with a disability, except that such informed parental consent need not be obtained if **Advantage Academy** can demonstrate that it has taken reasonable measures to obtain such consent and the parent has failed to respond. 20 U.S.C. 1414(c)(3).

Sec. 6.8.9. CONSENT TO EXCUSE MEMBER FROM ATTENDING ARD COMMITTEE MEETING

A **Advantage Academy** member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and **Advantage Academy** consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

Sec. 6.8.10. PSYCHOLOGICAL EXAMINATIONS AND TESTS

On request of a child's parent, before obtaining the parent's consent for the administration of any psychological examination or test to the child as part of the evaluation of the child's need for special education, **Advantage Academy** shall provide to the child's parent:

1. The name and type of the examination or test; and

2. An explanation of how the examination or test will be used to develop an appropriate IEP for the child.

If **Advantage Academy** determines that an additional examination or test is required for the evaluation of a child's need for special education, **Advantage Academy** shall provide the information above to the parent regarding the additional examination or test and shall obtain additional consent for the examination of test. Education Code 29.0041(a), (b).

Sec. 6.8.11. PARENTAL CONSENT TO ACCESS PUBLIC BENEFITS

Advantage Academy shall obtain informed consent from the parent each time that access to a parent's private insurance proceeds or to public benefits or an insurance program is sought. (34 CFR §300.154(d)(2)(iv)(A))

Sec. 6.8.12. PARENTAL CONSENT FOR TRANSFER OF ASSISTIVE TECHNOLOGY DEVICES

Advantage Academy shall obtain informed consent from the parent or the adult student if the adult student has the legal capacity to enter into a contract before transferring an assistive technology device through a transfer agreement that incorporates the standards of the state.

Sec. 6.8.13. OTHER CONSENT REQUIREMENTS

Parental consent is not required before **Advantage Academy** may:

1. review existing data as part of the student's evaluation or a reevaluation; or
2. give the student a test or other evaluation that is given to all students unless, before that test or evaluation, consent is required from parents of all students. 34 CFR 300.300(d)

EAGLE ADVANTAGE SCHOOLS, INC. BOARD POLICY MANUAL PG-6.9
POLICY GROUP 6 - SPECIAL EDUCATION
COORDINATION OF FUNDS TO PURCHASE INSTRUCTIONAL
MATERIALS

Instructional materials adopted by **Advantage Academy** must be provided to students at no cost.

If **Advantage Academy** chooses to coordinate with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials, it must acquire the print instructional materials in the same manner and subject to the same conditions as the Texas Education Agency acquires print instructional materials.

If **Advantage Academy** chooses not to coordinate with the NIMAC when purchasing print instructional materials, it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner and shall provide assurance of compliance with this policy to the Texas Education Agency.

Sec. 6.10.1. SPECIAL EDUCATION STUDENTS

Except as set forth below, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations.

Sec. 6.10.2. REMOVAL FOR TEN DAYS OR LESS

A student with a disability who violates the **Advantage Academy** Student Code of Conduct may be moved from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities.

Sec. 6.10.2.1. Tuition-Free Program

Advantage Academy is required to provide services during the period of removal if **Advantage Academy** provides services to a child without disabilities who is similarly removed.

Sec. 6.10.3. SUBSEQUENT REMOVALS OF TEN DAYS OR LESS

Advantage Academy personnel may remove the student for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement.

Sec. 6.10.3.1. Services During Removal

After a student has been removed from his or her current placement for ten school days in the same school year, during any subsequent removal of ten consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.

Sec. 6.10.4. NOTICE OF PROCEDURAL SAFEGUARDS

Not later than the date on which the decision to take the disciplinary action is made, **Advantage Academy** shall notify the student's parents of the decision and of all procedural safeguards.

Sec. 6.10.5. CHANGES IN PLACEMENT

Any disciplinary action that would constitute a change in placement may be taken only after the student's ARD committee conducts a manifestation determination review.

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than ten consecutive school days; or
2. Subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten school days in a school year;
 - b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and
 - c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

Advantage Academy determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. **Advantage Academy's** determination is subject to review through due process and judicial proceedings.

Advantage Academy personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates the Student Code of Conduct.

Sec. 6.10.6. MANIFESTATION DETERMINATION

Within ten school days of any decision to change the placement of a student because of a violation of the Student Code of Conduct, **Advantage Academy**, parents, and relevant members of the ARD committee (as determined by the parent and **Advantage Academy**) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

1. Caused by, or had a direct and substantial relationship to, the student's disability; or
2. The direct result of **Advantage Academy's** failure to implement the IEP.

If **Advantage Academy**, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

Sec. 6.10.6.1. Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting.

Sec. 6.10.6.1.1. Services During Removal

The student must:

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

These services may be provided in an interim alternative educational setting.

Sec. 6.10.6.2. Manifestation

If **Advantage Academy**, the parents, and relevant members of the ARD committee determine that the conduct was a manifestation of the student's disability, the ARD committee shall:

1. Conduct a functional behavioral assessment (FBA), unless **Advantage Academy** had conducted an FBA before the behavior that resulted in the change in placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
2. If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

Except as provided at SPECIAL CIRCUMSTANCES, below, the ARD committee shall return the student to the placement from which the student was removed, unless the parent and **Advantage Academy** agree to a change in placement as part of the modification of the BIP.

Sec. 6.10.6.3. Special Circumstances

Advantage Academy personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of TEA or **Advantage Academy**; or
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or **Advantage Academy**;
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or **Advantage Academy**.

The ARD committee shall determine the interim alternative education setting.

Sec. 6.10.6.4. Services During Removal

The student must:

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

These services may be provided in an interim alternative educational setting.

Sec. 6.10.7. APPEALS

A parent who disagrees with a placement decision or the manifestation determination may request a hearing. Additionally, **Advantage Academy** may request a hearing if it believes that maintaining a current placement of a student is substantially likely to result in injury to the student or others.

Sec. 6.10.7.1. Placement During Appeals

When an appeal has been requested by a parent or **Advantage Academy**, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the student's assignment to the alternative setting, whichever occurs first, unless the parent **Advantage Academy** agree otherwise.

Sec. 6.10.8. REPORTING CRIMES

Federal law does not prohibit **Advantage Academy** from reporting a crime committed by a student with a disability to appropriate authorities. If **Advantage Academy** reports a crime,

Advantage Academy shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom **Advantage Academy** reported the crime. **Advantage Academy** may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

Sec. 6.10.9. STUDENTS NOT YET IDENTIFIED

A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated the Student Code of Conduct may assert any of the protections provided for in the IDEA if **Advantage Academy** had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred.

Sec. 6.10.9.1. School Knowledge

Advantage Academy shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

1. The parent of the student expressed concern in writing to **Advantage Academy** supervisory or administrative personnel, or to the teacher of the student, that the student was in need of special education and related services;
2. The parent requested an evaluation of the student for special education and related services; or
3. The student's teacher, or other **Advantage Academy** personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other **Advantage Academy** supervisory personnel.

Sec. 6.10.9.2. Exception

Advantage Academy shall not be deemed to have knowledge that the student had a disability if:

1. The parent has not allowed an evaluation of the student;
2. The parent has refused services; or
3. The student has been evaluated and it was determined that the student did not have a disability.

If **Advantage Academy** does not have knowledge, before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner.

Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

Sec. 6.10.10. BEHAVIOR MANAGEMENT TECHNIQUES

It is **Advantage Academy's** policy to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.

Sec. 6.10.10.1. Exceptions

Education Code 37.0021 (regarding use of confinement, seclusion, restraint, and time-out) does not apply to:

1. A peace officer, while performing law enforcement duties;
2. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in a **Advantage Academy** educational program.

Further, Education Code 37.0021 does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon; and
2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

For these purposes, "weapon" includes any weapon described under Education Code 37.007(a)(1).

Sec. 6.10.11. CONFINEMENT

A student with a disability who receives special education services may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.

Sec. 6.10.12. SECLUSION

A **Advantage Academy** employee or volunteer or an independent contractor of **Advantage Academy** may not place a student in seclusion. “Seclusion” means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and
2. Contains less than 50 square feet of space.

Sec. 6.10.13. RESTRAINT

A **Advantage Academy** employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
2. Restraint shall be discontinued at the point at which the emergency no longer exists.
3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
4. Restraint shall not deprive the student of basic human necessities.

“Restraint” means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student’s body.

“Emergency” means a situation in which a student’s behavior poses a threat of:

1. Imminent, serious physical harm to the student or others; or
2. Imminent, serious property destruction.

Sec. 6.10.13.1. Training

Training for **Advantage Academy** employees, volunteers, or independent contractors regarding the use of restraint shall be provided according to the requirements set forth at 19 TAC 89.1053(d).

Sec. 6.10.13.2. Documentation

In a case in which restraint is used, **Advantage Academy** employees, volunteers, or independent contractors shall implement the documentation requirements set forth at 19 TAC 89.1053(e).

Sec. 6.10.14. TIME-OUT

A **Advantage Academy** employee, volunteer, or independent contractor may use time-out with the following limitations.

1. Physical force or threat of physical force shall not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease targeted behavior.
3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

“Time-out” means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

1. That is not locked; and
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

Sec. 6.10.14.1. Training

Training for **Advantage Academy** employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 TAC 89.1053(h).

Sec. 6.10.14.2. Documentation

Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP or BIP. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

District and Campus Improvement Plan

It is the policy of **Advantge Academy** to annually conduct a comprehensive needs assessment and to conduct district and campus improvement plans, if required by state and federal funding requirements.

Sec. 6.12.1. DYSLEXIA AND RELATED DISORDERS

The Board shall ensure that procedures for identifying and providing appropriate instructional services to students for dyslexia and related disorders are implemented by **Advantage Academy**. These procedures shall be implemented in accordance with the State Board of Education's *Dyslexia Handbook: Procedures Concerning Dyslexia and Related Disorders (Dyslexia Handbook)*.

Sec. 6.12.2. IDENTIFICATION AND TESTING

Screening should be done only by individuals or professionals who are trained to assess students for dyslexia and related disorders.

Before an identification or assessment procedure is used selectively with an individual student, **Advantage Academy** must notify the student's parent or guardian or another person standing in parental relation to the student.

A process for early identification, intervention, and support for students at risk for dyslexia and related disorders must be available, as outlined in the *Dyslexia Handbook*. The program must include a screening at the end of each school year for all kindergarten and first grade students.

Sec. 6.12.3. TREATMENT

Advantage Academy shall provide each identified student access at his or her campus to instructional programs and to the services of a teacher trained in dyslexia and related services. **Advantage Academy** may, with the approval of each student's parents or guardians, offer additional services at a centralized location, so long as such centralized services do not preclude each student from receiving services at his or her campus.

Sec. 6.12.3.1. Reading Program

Advantage Academy shall purchase a reading program or develop its own reading program for students with dyslexia and related disorders that is aligned with the descriptors found in the *Dyslexia Handbook*.

Teachers who screen and treat these students must be trained in instructional strategies that utilize individualized, intensive, multi-sensory, phonetic methods and a variety of writing and spelling components described in the *Dyslexia Handbook*. The professional development activities specified by each school and/or campus planning committee shall include these instructional strategies.

Sec. 6.12.3.2. Reassessment

Unless otherwise provided by law, a student determined to have dyslexia during testing or accommodated because of dyslexia may not be retested for dyslexia for the purpose of reassessing the student's need for accommodations until **Advantage Academy** reevaluates the information obtained from previous testing of the student.

Sec. 6.12.4. PARENTAL NOTIFICATIONS

Advantage Academy shall inform parents and guardians of students eligible under Section 504 of all services and options available to the student under that law.

Sec. 6.12.5. PARENT EDUCATION PROGRAM

Advantage Academy shall develop and provide a parent education program for parents and guardians of students with dyslexia and related disorders. This program should include:

- Awareness of characteristics of dyslexia and related disorders;
- Information on testing and diagnosis of dyslexia;
- Information on effective strategies for teaching dyslexic students; and
- Awareness of information on modification, especially modifications allowed on standardized testing.

Education Code 38.003; 19 TAC 74.28.

Sec. 6.14.1. FULL AND INDIVIDUAL EVALUATION (FIE)

Advantage Academy shall ensure that upon completion of the administration of such tests and other evaluation materials administered according to the evaluation procedures of the IDEA, and preparation of the written report, the ARD committee determines if the student is a student with a disability under state and federal standards.

Advantage Academy shall conduct a full and individual initial evaluation (FIE) prior to providing special education and related services to any student. All students must be evaluated in accordance with the IDEA and Texas Education Code.

Advantage Academy shall have in place procedures to ensure that testing and evaluation materials and procedures utilized for the purposes of evaluation and placement of students with disabilities are selected and administered so as to not be racially, culturally, or gender discriminatory. Assessment and procedures shall be provided and administered in the student's native language or most proficient mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so. (34 CFR §300.301; TEC §29.310)

All implementing assessment procedures must differentiate between language proficiency and handicapping condition. Additionally, placement procedures must ensure that placement in a bilingual education or English as a second language program is not refused solely because the student has a disability. (19 TAC §89.1230)

No single procedure shall be the sole criterion for determining whether a student is a student with a disability or for determining an appropriate education program for a student with a disability. The evaluation must be sufficiently comprehensive to identify all of the student's special education and related services' needs. Each student must be evaluated in all suspected areas of disability. (34 CFR §§300.301 and 300.304; TEC §29.310)

All assessments must be administered in accordance with the instructions provided and by a trained and knowledgeable person. (34 CFR §§300.301 and 300.304)

Sec. 6.14.2. TIMELINE

If parent provides a written request for an evaluation to the school's director of special education services or to a district administrative employee, **Advantage Academy** shall within 15 school days (1) provide the parent with prior written notice of its proposal to conduct an evaluation, a copy of the procedural safeguards, and an opportunity to give written consent for the evaluation, or (2) provide prior written notice and procedural safeguards if the school is denying the request for evaluation. (TEC §29.004(c)).

A written FIE report must be completed not later than the 45th school day following the date on which **Advantage Academy** receives written consent for the evaluation, signed by the student's parent or legal guardian. If the student is absent for more than three days in that time period, the timeline must be extended by the number of days the student was absent. (TEC §29.004(a))

This time frame shall not apply if:

1. A student enrolls in the current school after the relevant time frame has begun and before the previous school made a determination as to whether the student has a disability, but only if the current school is making sufficient progress to ensure a prompt completion of the evaluation and the parent and current school agree to a specific time for completion of the evaluation; or
2. The parent repeatedly fails or refuses to produce the student for the evaluation.

(34 CFR §300.301(d))

Following the completion of the FIE, the ARD committee must meet within 30 calendar days from the date of completion to review and determine eligibility. (TEC 29.004). If the 30th day falls during the summer and school is not in session, the student's ARD committee has until the first day of classes in the fall to finalize decisions concerning the student's initial eligibility determination, IEP, and placement, unless the full individual and initial evaluation indicates that the student will need extended school year services during that summer.

If the student is an English language learner, the language proficiency assessment committee (LPAC) must also attend the meeting to determine services. (19 TAC §89.1230)

If **Advantage Academy** receives written consent for an FIE from a student's parent or guardian at least 35 but less than 45 school days before the last instructional day of the school year, the evaluation must be completed and the written report of the evaluation must be provided to the parent or legal guardian not later than June 30 of that year. The ARD committee must meet by the 15th school day of the following school year to consider the evaluation.

If **Advantage Academy** receives written consent signed by a student's parent or legal guardian less than 35 school days before the last instructional day of the school year or if the school receives the written consent at least 35 but less than 45 school days before the last instructional day of the school year but the student is absent from school during that period on three or more days, the FIE must be completed not later than the 45th school day after receiving consent.

School days do not include days following the last instructional day of the spring term and before the first day of the fall term.

(TEC 29.004)

Sec. 6.14.3. SPECIFIC LEARNING DISABILITY EVALUATION

The Texas Education Agency (TEA) cannot require **Advantage Academy** to use the severe discrepancy between intellectual ability and achievement for determining whether a student has a specific learning disability. TEA must permit the use of a process based on the child's response to scientific, research-based intervention; and may permit the use of other alternative research-based procedures for determining whether a student has a specific learning disability. (34 CFR §300.307)

The evaluation process for specific learning disability includes an observation of the child in the learning environment, including the regular classroom setting, to document academic performance and behavior in the areas of difficulty. 34 CFR § 300.310 (a).

Sec. 6.14.4. FUNCTIONAL BEHAVIOR ASSESSMENT (FBA)

A functional behavior assessment (FBA) may be necessary for a student whose behavior impedes their education. Prior to completing an FBA, **Advantage Academy** shall get consent from the parent. (34 CFR §§300.9)

If an ARD committee determines a change of placement is necessary due to the student's behavior, it must conduct an FBA and implement a BIP. If an FBA was already completed, the ARD committee must review and update the BIP. (34 CFR §300.350(f))

Sec. 6.14.5. REVIEW OF EXISTING EVALUATION DATA (REED)

A Review of Existing Evaluation Data (REED) is required as part of an initial evaluation, if appropriate, and as part of any reevaluation. The REED must be conducted by the admission, review, and dismissal (ARD) committee members and other qualified professionals, as appropriate. The ARD committee members may conduct the review without a meeting.

The REED must include a review of the following:

- Evaluations and information provided by the parents of the student;
- Current classroom-based, local, or State assessments, and classroom-based observations; and
- Observations by teachers and related services providers.

On the basis of that review, and input from the student's parents, the ARD committee members must identify what additional data, if any, are needed to determine:

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

Advantage Academy shall administer any assessments or other evaluation measures needed to produce the data identified by the REED in accordance with applicable procedural requirements regarding notice and consent.

If additional data is not needed, the ARD committee must notify the parent of the determination decision and provide information about the parent's right to request additional assessments to determine student needs and eligibility. (34 CFR §300.305)

Advantage Academy shall conduct a reevaluation of the student if the school determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation or if the child's parent or teacher requests a reevaluation. A reevaluation may not occur more than once per year, unless agreed to by the school and the parent. A reevaluation must occur at least every three years, unless the school and parent agree the evaluation is unnecessary. (34 CFR §300.303).

Sec. 6.14.6. CHANGE IN ELIGIBILITY

Advantage Academy shall evaluate a student with a disability before determining a student is no longer eligible for special education and related services.

An evaluation is not required if a student is no longer eligible due to graduation or exceeding the age eligibility in Texas. **Advantage Academy** shall create a summary of performance and include recommendations on how to assist the student in meeting postsecondary goals. (34 CFR §300.305(e))

Sec. 6.14.7. CONSIDERATION OF SERVICES PROVIDED IN REGULAR EDUCATION SETTING

To ensure that underachievement in the student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group of qualified professionals, as part of a full and individual evaluation, must consider

- Data that demonstrate that prior to, or as part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
- Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of progress during instruction, which was provided to the student's parents. (34 CFR 300.309(b))

Sec. 6.14.8. COORDINATION OF EVALUATIONS WITH PRIOR AND SUBSEQUENT SCHOOLS

The school shall ensure that evaluations of students who transfer from one LEA to another in the same academic year are coordinated with the student's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations. (20 U.S.C. 1414(b)(3)(D))

Sec. 6.14.9. PSYCHOLOGICAL EXAMINATIONS AND TESTS

On request of a child's parent, before obtaining the parent's consent for the administration of any psychological examination or test to the child as part of the evaluation of the child's need for special education, **Advantage Academy** shall provide to the child's parent:

1. The name and type of the examination or test; and
2. An explanation of how the examination or test will be used to develop an appropriate IEP for the child.

If **Advantage Academy** determines that an additional examination or test is required for the evaluation of a child's need for special education, **Advantage Academy** shall provide the information above to the parent regarding the additional examination or test and shall obtain additional consent for the examination of test. Education Code 29.0041(a), (b).

If **Advantage Academy** determines that an additional examination or test is required for the evaluation, **Advantage Academy** shall provide the information required by Education Code 29.0041(a) and shall obtain parental consent. If a parent does not give consent within 20 calendar days after the School provides the information, the parent's consent is considered denied.

The time required for **Advantage Academy** to provide information and seek consent may not be counted toward the timeframe for completion of an evaluation. Education Code 29.0041.

Sec. 6.14.10. EXTENSION OF TIMELINES

For a specific learning disability, the timelines for evaluation under this policy may be extended by mutual written agreement of the student's parents and the admission, review, and dismissal (ARD) committee. (34 CFR 300.309(c))

Sec. 6.14.11. EVALUATION CONDUCTED PURSUANT TO A SPECIAL EDUCATION DUE PROCESS HEARING

A special education hearing officer in an impartial due process hearing brought under 20 U.S.C. §1415 may issue an order or decision that authorizes one or more evaluations of a student who is eligible for, or who is suspected as being eligible for, special education services. Such an order or decision authorizes the evaluation of the student without parental consent as if it were a court order for purposes of any State or federal law providing for consent by order of a court. (TEC §29.016)

Sec. 6.14.12. INDEPENDENT EDUCATIONAL EVALUATIONS

The parent of a student with a disability has the right to obtain an independent educational evaluation (IEE) of the parent's child if the parent disagrees with the evaluation of the student that was obtained by the open-enrollment charter school.

If the parent requests an IEE, **Advantage Academy** must provide the parent with information about where the parent may obtain an independent educational evaluation and about the open-enrollment charter school's criteria that apply to IEE.

Sec. 6.14.13. DEFINITIONS

Independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the school responsible for the education of a student.

Public expense means that the open-enrollment charter school either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of IDEA.

(34 CFR §300.502)

Sec. 6.14.14. RIGHT TO EVALUATION AT PUBLIC EXPENSE

The parent has the right to request an IEE of the parent's child at public expense if the parent disagrees with an evaluation of the student completed by **Advantage Academy**.

If the parent requests an IEE, **Advantage Academy** must respond to the parent by either:

1. without unnecessary delay, file a due process complaint to request a hearing to show that its evaluation of the student is appropriate; or
2. provide an IEE at public expense, unless the open-enrollment charter school demonstrates in a due process hearing that the evaluation of the student that the parent obtained did not meet the open-enrollment charter school's criteria.

If **Advantage Academy** requests a hearing and the final decision is that the open-enrollment charter school's evaluation of the student is appropriate, the parent still has the right to an IEE, but not at public expense.

If the parent requests an IEE of the student, **Advantage Academy** may ask why the parent objects to the evaluation of the student obtained by **Advantage Academy**; however, **Advantage Academy** may not require an explanation and may not unreasonably delay either providing the IEE of the student at public expense or filing a due process complaint to request a due process hearing to defend **Advantage Academy**'s evaluation of the student.

The parent is entitled to only one IEE of the student at public expense each time the open-enrollment charter school conducts an evaluation of the student with which the parent disagrees. (34 CFR §300.502)

Sec. 6.14.15. PARENT-INITIATED EVALUATIONS

If the parent obtains an independent educational evaluation (IEE) of the student at public expense or the parent shares with **Advantage Academy** an evaluation of the student that the parent obtained at private expense:

1. the open-enrollment charter school must consider the results of the evaluation of the student, if it meets **Advantage Academy**'s criteria for IEE, in any decision made with respect to the provision of a free appropriate public education (FAPE) to the student; and
2. the parent or **Advantage Academy** may present the evaluation as evidence at a due process hearing regarding the student.

(34 CFR §300.502)

Sec. 6.14.16. REQUESTS FOR EVALUATIONS BY HEARING OFFICERS

If a hearing officer requests an IEE of the student as part of a due process hearing, the cost of the evaluation must be at public expense.

Sec. 6.14.17. OPEN-ENROLLMENT CHARTER SCHOOL CRITERIA

The criteria under which the independent evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the public agency uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation.

Sec. 6.4.17.1 Location

The evaluator conducting an IEE of a child with a disability at public expense must be located within a 100-mile radius of **Advantage Academy**. This will allow the evaluator access to **Advantage Academy** for observation of the student and access to the student's cumulative and special education eligibility folders.

Sec. 6.4.17.1 Cost

Parents are free to select whomever they choose to perform the IEE, so long as the examiner meets **Advantage Academy's** criteria. **Advantage Academy** will pay a fee for an IEE that allows a parent to choose from among qualified professionals in the area.

Advantage Academy will not pay unreasonably excessive fees. An unreasonably excessive fee is one which is 20% above the prevailing fees in the area as established by the Medicaid/Medicare Service Provider Manual for the specific test being considered.

Parents will be offered the opportunity to demonstrate to their child's ARD committee that unique circumstances exist which justify an IEE that does not meet **Advantage Academy** criteria outlined in this document.

When evaluators have a sliding scale fee based on parent income, **Advantage Academy** will pay the amount charged to the parent if the evaluator meets **Advantage Academy** criteria or **Advantage Academy** has approved the IEE that does not meet **Advantage Academy** criteria.

In the event a parent pursues an IEE independently or pursues an IEE provider that is not on **Advantage Academy** independent evaluator list, **Advantage Academy** will determine if the evaluator meets **Advantage Academy** criteria prior to authorizing payment or reimbursement. If

payment will be authorized, an original billing form and an original written report with original signature must be submitted to **Advantage Academy** prior to payment.

Advantage Academy will deny payment for an IEE conducted by an evaluator who does not meet **Advantage Academy** criteria. **Advantage Academy** will deny payment for an IEE that does not meet Texas Education Agency criteria for the specific disability identified.

If a hearing officer requests an IEE as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

Travel costs for evaluators will not exceed **Advantage Academy** rates for travel as established by state guidelines.

A contract for an IEE between an evaluator and **Advantage Academy** will not exceed one year. All terms will become void after the expiration date of one year.

Sec. 6.4.17.1 Evaluator Criteria

The evaluator conducting the IEE must meet **Advantage Academy** criteria and possess comparable credentials to the examiner that conducted the evaluation that is in dispute.

Evaluators must possess current licensure/certification to conduct the evaluation and must provide copies of his or her license or certification with the evaluation, if not previously provided.

Evaluators must comply with all requirements specified in state and federal law, including those outlined in the professional board responsible for providing the license or certification.

Evaluators must meet the examiner qualifications for the tests administered as outlined by the test producer.

The evaluator will have access to the student's cumulative folder and special education folders in gathering information about the student.

The evaluator will have the ability to interview teachers and observe the student in the educational setting.

Prior to conducting the assessment, the evaluator agrees to submit to a national criminal history review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, or other information required by Texas Education Code § 22.0834 concerning Contractor or Contractor's Subcontractors.

The evaluator agrees to conduct a thorough evaluation in the area(s) performed by **Advantage Academy** with which the parent disagrees.

Copies of protocols must be provided to **Advantage Academy**.

The report must comply with all federal and state requirements, including addressing the presence or absence of a disability condition as defined under the Individuals with Disabilities Education Act (IDEA) and the Texas Education Code (TEC).

The evaluation must be provided to **Advantage Academy** upon completion.

Except for the criteria described above, an open-enrollment charter school may not impose conditions or timelines related to obtaining an IEE at public expense. (34 CFR 300.502(e))

Sec. 6.15.1. COMPLIANCE

Advantage Academy shall use IDEA Part B funds received to:

1. comply with the federal maintenance of effort (MOE) requirements;
2. supplement State, local and other federal funds and not supplant such funds; and
3. pay the excess costs of providing special education and related services to children with disabilities and must be used to supplement State, local, and other Federal funds.

(34 CFR §300.202, 20 USC §1413(a)(2)).

Sec. 6.15.2. REDUCING LEVEL OF EXPENDITURES

Funds provided to **Advantage Academy** will not be used to reduce the level of expenditures for the education of students with disabilities made by **Advantage Academy** below the level of those funds for the preceding year. (2 USC §1423(a)(2)(A)(iii), Appendix E to Part 300)

Advantage Academy may reduce the level of expenditures if the reduction is attributable to:

1. Voluntary departure, retirement, or departure for just cause of special education personnel
2. A decrease in enrollment of students with disabilities
3. The termination of the obligation of **Advantage Academy** to provide a special education program to a particular student with a disability that is an exceptionally costly program because the child left **Advantage Academy**, aged out of services, or no longer needs special education
4. The termination of costly expenditures for long-term purchases
5. The assumption of cost by the high cost fund operated by TEA

(34 CFR §300.204)

Sec. 6.15.3. EXCESS EXPENDITURES

Having complied with MOE and excess costs requirements, IDEA Part B funds provided to the school will be used for the following activities:

1. For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to the child with a disability in accordance with the individualized education program (IEP) of the child, even if nondisabled children benefit from such services;
2. To develop and implement coordinated, early intervening educational services in compliance with the child find and administration requirements, including:

- a. Early intervening services, which may include interagency financing structures, for children in kindergarten through grade 12 (with a particular emphasis on children in kindergarten through grade 3) who are not currently identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment;
 - b. **Advantage Academy** may not use more than 15 percent of the amount received under IDEA Part B for any fiscal year, less any adjustments by **Advantage Academy** to local fiscal effort, if any, in combination with other amounts, which may include amounts other than education funds, to develop and implement coordinated, early intervening services; and
3. To establish and implement cost or risk-sharing funds, consortia, or cooperatives for **Advantage Academy**, or for **Advantage Academy**'s working in a consortium of which **Advantage Academy** is a part, to pay for high-cost special education and related services.
 4. **Advantage Academy** may use IDEA Part B funds to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the IEP that is needed for the implementation of such case management activities.

(34 CFR §300.208)

Sec. 6.15.4. EARLY INTERVENING SERVICES

Funds made available for early intervening services, must supplement not supplant funds available under the ESEA. (34 CFR §300.226(e))

Sec. 6.15.5. USE OF IDEA PART B FUNDS FOR TITLE 1 PROGRAMS

Notwithstanding any other provisions related to commingling of funds, **Advantage Academy** may use IDEA Part B funds received for any fiscal year to carry out a Title 1, Part A school wide program under the ESEA, except that the amount may not exceed:

- the amount received by the school under IDEA Part B for that fiscal year; divided by
- the number of students with disabilities in the jurisdiction of the school; and multiplied by
- the number of students with disabilities participating in the school wide program.

(34 CFR §300.206; 20 USC §1413)

Sec. 6.15.6. COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS: TITLE 1

To the extent required under Title 1 of the Elementary and Secondary Education Act, **Advantage Academy** shall ensure equity among school programs in staff/student ratios and in expenditures of money for curriculum materials and instructional supplies. “Staff” shall include teachers, administrators, and auxiliary personnel. In special programs, such as special education and bilingual education, a lower ratio may be maintained and more money may be spent as necessary to fulfill other legal requirements.

The parental involvement program shall be set up in accordance with requirements of Title 1 of the Elementary and Secondary Education Act, as applicable. Parental involvement is encouraged and required in the planning and decision-making process for the school and for the campus.

Sec. 6.16.1. NONEDUCATIONAL COMMUNITY BASED SUPPORT SERVICES

Students with disabilities and their families may be eligible to receive noneducational community based support services paid for by public funds.

The Texas Education Agency (TEA) is responsible for establishing procedures and criteria for the allocation of noneducational funds to open-enrollment charter schools for the provision of noneducational community-based support services to certain students with disabilities and their families so that those students may receive a free appropriate public education (FAPE) in the least restrictive environment. (TEC §29.013(a))

Advantage Academy shall use any funds allocated under TEC §29.013 only for eligible students with disabilities who would remain or would have to be placed in residential facilities primarily for educational reasons without the provision of noneducational community-based support services. (TEC §29.013(b))

The support services may include in-home family support, respite care, and case management for families with a student who otherwise would have been placed by an open-enrollment charter school in a private residential facility. (TEC §29.013(c))

The provision of services under TEC §29.013 does not supersede or limit the responsibility of other agencies to provide or pay for costs of noneducational community-based support services to enable any student with disabilities to receive a FAPE in the least restrictive environment. Specifically, services provided under TEC §29.013 may not be used for a student with disabilities who is currently placed or who needs to be placed in a residential facility primarily for noneducational reasons. Funds cannot be used to cover services already required through the student's individual education program or for long-term care. (TEC §29.013(d))

Sec. 6.18.1. STATE FUNDING: SPECIAL ALLOTMENTS

Advantage Academy shall maintain records of students participating in special programs in accordance with the Commissioner’s rules. (19 TAC §129.21)

Sec. 6.18.2. SPECIAL EDUCATION ALLOTMENT

Each open-enrollment charter school will receive an annual allotment equal to the adjusted basic allotment multiplied by 1.1 for each student receiving special education and related services in a mainstream instructional arrangement. For each full-time equivalent student receiving special education and related services in average daily attendance in an instructional arrangement other than a mainstream instructional arrangement, the open-enrollment charter school is entitled to an annual allotment equal to the adjusted basic allotment multiplied by a weight determined according to instructional arrangement as set forth in Section 42.151, Texas Education Code.

Funds allocated under this section, other than an indirect cost allotment established under State Board of Education rule, must be used in the special education program under Subchapter A, Chapter 29. (TEC §42.151(h))

Sec. 6.18.3. COMPENSATORY EDUCATION ALLOTMENT

Advantage Academy must use funds allocated under TEC §42.152(a) for a purpose authorized in TEC §42.152(c) but is not otherwise subject to Subchapter C (Compensatory Education Programs), Chapter 29, Texas Education Code governing compensatory educational programs. (TEC §42.152(c))

Funds allocated under TEC §42.152 shall be used to fund supplemental programs and services designed to eliminate any disparity in performance on assessment instruments administered under Subchapter B (School-Based Health Centers), Chapter 39, Texas Education Code or disparity in the rates of high school completion between students at risk of dropping out of school, as defined by TEC §29.081 (Compensatory, Intensive, and Accelerated Instruction) and all other students. Specifically, the funds, other than an indirect cost allotment established under State Board of Education (SBOE) rule, which may not exceed 45 percent, may be used to meet the costs of providing a compensatory, intensive, or accelerated instruction program under TEC §29.081 or an alternative education program established under TEC §37.008 (Disciplinary Alternative Education Programs) or to support a program eligible under Title I of the Elementary and Secondary Education Act of 1965, as provided by Pub. L. No. 103-382 and its subsequent amendments, and by federal regulations implementing that Act, at a campus at which at least 40 percent of the students are educationally disadvantaged. In meeting the costs of providing a compensatory, intensive, or accelerated instruction program under TEC §29.081, **Advantage Academy’s** compensatory education allotment shall be used for costs supplementary to the

regular education program, such as costs for program and student evaluation, instructional materials and equipment and other supplies required for quality instruction, supplemental staff expenses, salary for teachers of at-risk students, smaller class size, and individualized instruction. (TEC §42.152(c))

Sec. 6.18.4. BILINGUAL EDUCATION ALLOTMENT

For each student in average daily attendance in a bilingual education or special language program under Subchapter B, Chapter 29, an open-enrollment charter school is entitled to an annual allotment equal to the adjusted basic allotment multiplied by 0.1. Funds allocated under this section, other than an indirect cost allotment established under State Board of Education rule, must be used in providing bilingual education or special language programs under Subchapter B, Chapter 29, and must be accounted for under existing agency reporting and auditing procedures. An open-enrollment charter school's bilingual education or special language allocation may only be used for program and student evaluation, instructional materials and equipment, staff development, supplemental staff expenses, salary supplements for teachers, and other supplies required for quality instruction and smaller class size. (TEC §§12.104(b)(2)(G) and 42.153)

Sec. 6.18.5. CAREER AND TECHNOLOGY EDUCATION ALLOTMENT

For each full-time equivalent student in average daily attendance in an approved career and technology education program in grades nine through 12 or in career and technology education programs for students with disabilities in grades seven through 12, an open-enrollment charter school is entitled to:

1. an annual allotment equal to the adjusted basic allotment multiplied by a weight of 1.35; and
2. \$50, if the student is enrolled in:
 - a. two or more advanced career and technology education classes for a total of three or more credits; or
 - b. an advanced course as part of a tech-prep program under Subchapter T, Chapter 61.

For purposes of this allotment, “full-time equivalent student” means 30 hours of contact a week between a student and career and technology education program personnel.

Funds allocated under this section, other than an indirect cost allotment established under State Board of Education rule, must be used in providing career and technology education programs in grades nine through 12 or career and technology education programs for students with disabilities in grades seven through 12 under Sections 29.182, 29.183, and 29.184. (TEC §§12.104(d) and 42.154)

Sec. 6.18.6. INDIRECT COST ALLOTMENTS

Beginning with the 2012–13 school year, an open-enrollment charter school may choose to use a greater indirect cost allotment under Education Code 42.151, .153, .154, and .156, to the extent the school receives less funding per weighted student in state and local maintenance and operations revenue than in the 2011–12 school year.

The Commissioner will limit the percentage increase in allowable indirect cost to no more than the percentage decrease in state and local maintenance and operations revenue from the 2011-2012 school year. (TEC §42.1541; 19 TAC §105.11)

Sec. 6.19.1. APPLICABILITY OF TITLE RELATING TO HIGH SCHOOL GRADUATION

Advantage Academy is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to high school graduation under TEC §28.025. (TEC §12.104(b)(2)(E))

Sec. 6.19.2. ARD COMMITTEE AND IEP

For each student who is at least 14 years of age and qualifies for special education, the admission, review, and dismissal (ARD) committee must begin transition planning. The ARD committee must also consider the student's graduation plan and what state assessments are required for graduation. (TEC §29.0111; 19 TAC §89.1070)

Sec. 6.19.3. SPECIAL EDUCATION ELIGIBILITY UPON GRADUATION

Graduation with a regular high school diploma terminates a student's eligibility for special education and related services. Termination of eligibility based on graduation requires **Advantage Academy** to complete a summary of performance in accordance with 34 CFR §300.305(e)(3), and prior written notice must be provided to the parent. (34 CFR §300.102)

A student who receives a diploma, but took one or more classes with a modified curriculum, may return to school as long as the student meets the age eligibility requirements. Modified curriculum is defined as curriculum or content that is reduced in amount or complexity of the required TEKS. (19 TAC §89.1070)

Sec. 6.19.4. GRADUATION REQUIREMENTS UNDER THE FOUNDATION HIGH SCHOOL PROGRAM

A student with disability that receives special education services and who enters 9th grade in or after the 2014-2015 school year, may receive a regular high school diploma if the student:

1. Demonstrates mastery of the required states standards
2. Completes the credit requirements under the Foundation High School Program
3. Achieves satisfactory performance on the required state assessment unless the ARD committee determines that satisfactory performance on the required state assessment is not necessary for graduation

A student who receives special education services entering 9th grade in 2014-2015 or after may also earn a high school diploma if the student the student meets the above requirements and successfully completes the IEP and meets one of the following:

1. consistent with the IEP, the student obtains full-time employment and masters sufficient self-help skills to enable to the student to maintain employment without direct or ongoing educational support;
2. consistent with the IEP, demonstrated mastery of specific employability skills and self-help skills that do not require ongoing educational support;
3. has access to services that are not within the legal responsibility of **Advantage Academy** or educational options for which the student has been prepared for by the academic program; or
4. no longer meets eligibility requirements

(19 TAC §89.1070; TEC §28.025)

Sec. 6.19.5. ENDORSEMENTS UNDER THE FOUNDATION HIGH SCHOOL PROGRAM

A student receiving special education services, may receive an endorsement if the student:

1. Completes the requirements for graduation under the Foundation High School Program and completes the additional credits requirements in mathematics, science, and elective courses required for an endorsement with or without modified curriculum;
2. Completes the courses required for the endorsement without modified curriculum; and
3. Performs satisfactorily on the state assessment

A student who is in 11th or 12th grade in 2014-2015, 2015-2016, or 2016-2017 school years who took each of the required assessments, but failed to achieve satisfactorily on no more than two assessments is eligible for an endorsement if the student meets the other endorsement requirements.

For students receiving special education services, if the student wants to use a course to satisfy both the Foundation High School Program requirements and for the endorsement requirement, the course must be completed without modified curriculum.

(19 TAC §89.1070; TEC §28.025)

Sec. 6.19.6. TRANSITIONING TO THE FOUNDATION HIGH SCHOOL PROGRAM

For students who entered 9th grade prior to the 2014-2015 school year, a student may receive a diploma under the Foundation High School Program if the student's ARD committee determines the student should take courses under the Foundations program and the student completes the requirements.

A student transitioning may also receive an endorsement if he or she meets the requirements.

A student who is in 11th or 12th grade in the 2014-2015, 2015-2016, or 2016-2017 school years and transitioning to the Foundation High School Program, who took each of the required assessments, but failed to achieve satisfactorily on no more than two assessments may graduate if the student met the other graduation requirements.

(19 TAC §89.1070; TEC §28.025)

Sec. 6.19.7. SUBSTITUTIONS UNDER THE FOUNDATION HIGH SCHOOL PROGRAM

Sec. 6.19.7.1. Language other than English

If the ARD committee determines that a student with a disability is unable to complete two credits in the same language other than English, the ARD committee may determine to:

1. substitute a combination of two credits from ELA, math, science, or social studies; or
2. substitute two credits of CTE, technology applications, or other academic electives.

(TEC §74.12(b)(5)(D)(i); §28.025(b-14)(1))

Sec. 6.19.7.2. Physical Education

In accordance with State Board of Education (SBOE) rules, a student who is unable to participate in physical activity due to disability or illness is allowed to substitute one credit in English language arts, mathematics, science, or social studies or one academic elective credit for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

- The student's ARD committee, if the student receives special education services under the IDEA and Texas Education Code Chapter 29;
- The student's 504 committee, if the student does not receive special education services under the IDEA or Texas Education Code Chapter 29, Subchapter A but is covered by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794; or
- If each of the described committees is inapplicable, a committee established by the school of persons with appropriate knowledge regarding the student.

(TEC §28.025(b-11))

Credits allowed as a substitution for the language and PE requirement may not be used to satisfy other graduation credit requirements.

(TEC §28.025(b-11) and (b-14))

Sec. 6.19.8. DISTINGUISHED ACHIEVEMENT, RECOMMENDED, AND MINIMUM HIGH SCHOOL PROGRAM

A student receiving special education services who entered 9th grade before the 2014-2015 school year, may graduate with a regular diploma if the student:

1. Demonstrates mastery of the state standards;
2. Completes credit requirements for graduation under the recommended or distinguished program; and
3. Achieves satisfactory performance on the required state assessment

A student who is in 11th or 12th grade in 2014-2015, 2015-2016, or 2016-2017 school years and who took each of the required assessments, but failed to achieve satisfactorily on no more than two assessments may graduate under the recommended or distinguished program if the student met the other graduation requirements.

A student receiving special education services who entered 9th grade before the 2014-2015 school year, may also graduate with a regular diploma if the student:

1. Demonstrates mastery of the state standards;
2. Completes credit requirements for graduation under the minimum program; and
3. Participates in or satisfactorily performs on the required state assessment as determined by the ARD committee.

A student receiving special education services who entered 9th grade before the 2014-2015 school year, may also graduate with a regular diploma if the student:

1. Demonstrates mastery of the state standards through courses, one or more of which contained modified content and is aligned with the requirements under the minimum high school program;
2. Completes credit requirements for graduation under the minimum program;
3. Participates in or satisfactorily performs on the required state assessment as determined by the ARD committee; and
4. Successfully completes the IEP and meets one of the following conditions:

- a. consistent with the IEP, the student obtains full-time employment and masters sufficient self-help skills to enable to the student to maintain employment without direct or ongoing educational support;
- b. consistent with the IEP, demonstrated mastery of specific employability skills and self-help skills that do not require ongoing educational support;
- c. has access to services that are not within the legal responsibility of **Advantage Academy** or educational options for which the student has been prepared for by the academic program; or
- d. No longer meets eligibility requirements.

(19 TAC §89.1070)

Sec. 6.19.9. HIGH SCHOOL DIPLOMA AND CERTIFICATE; ACADEMIC ACHIEVEMENT RECORD

Advantage Academy does issue a certificate of coursework completion to a student who successfully completes the curriculum requirements identified by the State Board of Education (SBOE) under TEC §28.025(a) but who fails to comply with TEC §39.025 (Secondary-Level Performance Required) relating to exit-level assessment requirements. **Advantage Academy** does allow a student who receives a certificate to participate in a graduation ceremony with students receiving high school diplomas. (TEC §28.025(d))

Sec. 6.19.10. CERTIFICATE OF ATTENDANCE

Advantage Academy does issue a Certificate of Attendance to a student who receives special education services under the Individuals with Disabilities Education Act (IDEA), and who has completed four years of high school but has not completed the student's individualized education program (IEP). **Advantage Academy** shall allow a student who receives a certificate to participate in a graduation ceremony with students receiving high school diplomas. A student may participate in only one graduation ceremony. Receiving a Certificate of Attendance does not preclude a student from receiving a diploma. (TEC §28.025(f))

Sec. 6.19.11. PROMOTION TO 6TH OR 9TH GRADE

A student may not be promoted to 6th grade if the student does not perform satisfactorily on the 5th grade mathematics and reading assessments.

A student may not be promoted to 9th grade if the student did not perform satisfactorily on the 8th grade mathematics and reading assessments.

Each time a student fails to perform satisfactorily on an assessment administered under Section 39.023(a) in the 3rd, 4th, 5th, 6th, 7th, or 8th grade, **Advantage Academy** shall provide the

student with accelerated instruction in the applicable subject area. Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations.

The ARD committee of a student who participates in **Advantage Academy**'s special education program and who does not perform satisfactorily on an assessment shall determine:

1. the manner in which the student will participate in an accelerated instruction program under this section; and
2. whether the student will be promoted or retained under this section.

(TEC §28.0211)

Sec. 6.20.1. NONDISCRIMINATION POLICY

No qualified student with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any service, program, or activity provided or offered by **Advantage Academy**. 42 U.S.C. 12132; 29 U.S.C. 794(a); 34 CFR 104.4(a).

Sec. 6.20.2. FREE APPROPRIATE PUBLIC EDUCATION

Eligible students with disabilities shall enjoy the right to a free appropriate public education (FAPE), which may include instruction in the regular classroom, instruction through special teaching, or instruction through approved contracts. Instruction shall be supplemented by the provision of related services when appropriate. Education Code 29.003(a).

FAPE means special education and related services that:

1. Have been provided at public expense, under public supervision and direction, and without charge;
2. Meet standards set out by TEA;
3. Include an appropriate preschool, elementary school, or secondary school education; and
4. Are provided in conformity with the student's individualized education program (IEP).

20 U.S.C. 1401(9); 34 CFR 300.13, 300.17, 300.36.

Sec. 6.20.3. LEAST RESTRICTIVE ENVIRONMENT

Advantage Academy shall ensure that, to the maximum extent possible, children with disabilities shall be educated with children who are not disabled. Special classes, special schooling, or other removal of children with disabilities from the regular educational environment shall occur only when the nature or severity of the child's disability is such that education in regular classes with the use of supplementary aids and services cannot be satisfactorily achieved. 20 U.S.C. 1412(a)(5); 34 CFR 300.114(a)(2).

Sec. 6.20.4. DISCIPLINE

All disciplinary actions regarding students with disabilities shall be determined in accordance with applicable federal regulations, Education Code Chapter 37, and 19 Administrative Code 89.1053. 19 TAC 89.1050(g).

Sec. 6.20.5. INSTRUCTIONAL ARRANGEMENTS AND SETTINGS

Instructional arrangements and settings shall be based on the individual needs and IEPs of eligible students receiving special education services. Instructional arrangements and settings include:

1. Mainstream: services provided in the regular classroom in accordance with the student's IEP;
2. Homebound: services provided at home or hospital bedside;
3. Hospital class: services provided in a classroom, hospital facility, or residential care and treatment facility not operated by **Advantage Academy**;
4. Speech therapy: speech therapy services provided, whether in a regular education classroom or other setting;
5. Resource room/services: services provided in a setting other than the regular classroom for less than 50% of the regular school day;
6. Self-contained (mild, moderate, or severe) regular campus: services provided to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus;
7. Off home campus: services provided in an interdistrict program, through **Advantage Academy** personnel in a non-**Advantage Academy** facility, or at a **Advantage Academy** campus that provides only special education and related services.
8. Nonpublic day school: services provided through a contractual agreement with a nonpublic school;
9. Vocational adjustment class/program: services provided to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP;
10. Residential care and treatment facility (not **Advantage Academy** resident): services provided to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of **Advantage Academy**;
11. State supported living center: services provided to a student who resides at a state supported living center when the services are provided at the state supported living center location; or
12. Other program options, including contracts with other districts and programs approved by TEA.

19 TAC 89.63(c), (f).

Sec. 6.20.6. RELATED SERVICES

“Related services” means transportation, and such developmental, corrective, and other supportive services as may be required to assist a child with a disability to benefit from special education, including the early identification and assessment of disabling conditions in children.

The term includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable a child with a disability to receive a FAPE as described in the child’s IEP, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that medical services shall be for diagnostic and evaluation purposes only.

The term does not include a medical device that is surgically implanted, the optimization of the device’s functioning, or the replacement of such device. 20 U.S.C. 1401(26); 34 CFR 300.34.

Sec. 6.25.1. REFERRAL FOR FULL AND INDIVIDUAL INITIAL EVALUATION

Referral of students for a full and individual initial evaluation for possible special education services shall be a part of **Advantage Academy** overall general education referral or screening system. Either a parent, TEA, another state agency, or **Advantage Academy** may initiate a request for an initial evaluation.

Sec. 6.25.1.1. Obligation to Refer

Before referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students. If a student continues to experience difficulty in the general classroom after the provision of interventions, **Advantage Academy** personnel must refer the student for a full and individual initial evaluation. 20 U.S.C. 1414(a)(1); 34 CFR 300.301; 19 TAC 89.1011.

Sec. 6.25.1.2. Parent Request

If a parent submits a written request for a full individual and initial evaluation of a student, **Advantage Academy** shall, not later than the 15th school day after the date **Advantage Academy** receives the request:

1. Provide the parent with prior written notice of its proposal to conduct an evaluation consistent with 34 CFR 300.503, a copy of the procedural safeguards notice required by 34 CFR 300.504, and an opportunity to give written consent for the evaluation; or
2. Provide the parent with prior written notice of its refusal to conduct an evaluation consistent with 34 CFR 300.503, and a copy of the procedural safeguards notice required by 34 CFR 300.504.

20 U.S.C. 1414(a)(1); 34 C.F.R. 300.301; 19 TAC 89.1011(a), (b); Education Code 29.004(c).

Sec. 6.25.2. NOTICE OF RIGHTS

Advantage Academy shall provide written notice to a student's parent or guardian within a reasonable time before proposing or refusing to initiate the identification, evaluation, or educational placement of a student or the provision of a FAPE. 20 U.S.C. 1415(b)(3); 34 CFR 300.503(a).

Sec. 6.25.3. INITIAL EVALUATION

Advantage Academy shall conduct a full and individual initial evaluation before the initial provision of special education and related services. 20 U.S.C. 1414(a)(1)(A).

Advantage Academy shall ensure that evaluations of children who transfer from one district to another in the same academic year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations. 20 U.S.C. 1414(b)(3)(D).

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. 20 U.S.C. 1414(a)(1)(E).

Sec. 6.25.3.1. Consent for Initial Evaluation

Advantage Academy shall make reasonable efforts to obtain informed parental consent before conducting an initial evaluation.

If the parent does not provide consent for an initial evaluation or fails to respond to a request to provide consent, **Advantage Academy** may—but is not required to—pursue the initial evaluation by utilizing due process procedures, except to the extent inconsistent with state law relating to such parental consent.

Parental consent to initial evaluation shall not be construed as consent for placement for special education and related services. 20 U.S.C. 1414(a)(1)(D)(i)(1); 34 CFR 300.300.

Sec. 6.25.3.1.1. Wards of the State

If the child is a ward of the state and is not residing with the child's parent, **Advantage Academy** shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation, unless:

1. **Advantage Academy** cannot discover the whereabouts of the parent, despite reasonable efforts to do so;
2. The rights of the parent have been terminated; or
3. The rights of the parent to make educational decisions have been subrogated and an individual appointed by a judge to represent the student has given consent for an initial evaluation.

20 U.S.C. 1414(a)(1)(D)(iii); 34 CFR 300.300(a)(2).

Sec. 6.25.4. PROVIDING ASSISTANCE TO STUDENTS WHO HAVE LEARNING DIFFICULTIES OR NEED SPECIAL EDUCATION SERVICES

If a student is experiencing learning difficulties, the parent may contact their child's campus principal to learn about **Advantage Academy's** overall general education referral or screening system for support services. This system links students to a variety of support options, including referral for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention ("RtI"). The implementation of RtI has the potential to have a positive impact on **Advantage Academy's** ability to meet the needs of all struggling students.

At any time, a parent is entitled to request an evaluation for special education services by presenting a written request to [**DIRECTOR OF SPECIAL EDUCATION SERVICES**] or to a Advantage Academy administrative employee. **Advantage Academy** must, within 15 school days of receiving the request, either (1) give the parent an opportunity to give written consent for the evaluation or (2) refuse to provide the evaluation and provide the parent with written notice that explains why the child will not be evaluated. This written notice will include a statement that informs the parents of their rights if they disagree with **Advantage Academy**. Additionally, the parent will receive a copy of the *Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities*.

If consent for evaluation is obtained, **Advantage Academy** must generally complete the evaluation and report within 45 school days of the date **Advantage Academy** receives the written consent. **Advantage Academy** must give a copy of the evaluation report to the parent.

Sec. 6.25.5. NOTIFICATION TO PARENTS REGARDING INTERVENTION STRATEGIES

Each school year, **Advantage Academy** shall notify a parent of each child, other than a child enrolled in a special education program, who receives assistance from the **Advantage Academy** for learning difficulties, including through the use of intervention strategies that **Advantage Academy**, provides to the child. The notice must:

1. Be provided when the child begins to receive the assistance for that school year;
2. Be written in English or, to the extent practicable, the parent's native language; and
3. Include:
 - a. A reasonable description of the assistance that may be provided to the child, including any intervention strategies that may be used;
 - b. Information collected regarding any intervention in the base tier of a multi-tiered system of supports that has previously been used with the child;

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- c. An estimate of the duration for which the assistance, including through the use of intervention strategies, will be provided;
- d. The estimated time frames within which a report on the child's progress with the assistance, including any intervention strategies used, will be provided to the parent; and
- e. A copy of a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services or for aids, accommodations, or services under Section 504 of the Rehabilitation Act.

The notice under this policy may be provided to a child's parent at a Section 504 meeting.

A parent is entitled to access to all written records of **Advantage Academy** concerning the parent's child, including attendance records, test scores, grades, disciplinary records, counseling records, psychological records, applications for admission, health and immunization information, teacher and school counselor evaluations, reports of behavioral progress, and records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child.

Sec. 6.26.1. DEFINITIONS

For purposes of this policy, the following terms will have the meanings set forth below:

“Parent” means a person standing in parental relation to a child, including a guardian, and whose child receives special education and related services and assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day.

“Staff member” means a teacher, related service provider, paraprofessional, counselor, or educational aide assigned to work in a self-contained classroom or other special education setting.

“Board” means a majority of the **Advantage Academy** Board of Directors.

“School business day” means a day that campus or **Advantage Academy** administrative offices are open.

“Time-Out” has the meaning assigned by Section 37.0021.

“Self-contained classroom” means a classroom on a regular **Advantage Academy** campus (*i.e.*, a campus that serves students in general education and students in special education) in which a majority of the students in regular attendance are provided special education and related services and have one of the following instructional arrangements/settings described in the Student Attendance Accounting Handbook adopted by the Texas Education Agency (“TEA”):

1. self-contained (mild/moderate/severe) regular campus;
2. full-time early childhood (preschool program for children with disabilities) special education setting;
3. residential care and treatment facility--self-contained (mild/moderate/severe) regular campus;
4. residential care and treatment facility--full-time early childhood special education setting;
5. off home campus--self-contained (mild/moderate/severe) regular campus; or
6. off home campus--full-time early childhood special education setting.

“Other special education setting” means a classroom on a separate **Advantage Academy** campus (*i.e.*, a campus that serves only students who receive special education and related services) in which a majority of the students in regular attendance are provided special education and related services and have one of the following instructional arrangements/settings described in the Student Attendance Accounting Handbook adopted by the TEA:

1. residential care and treatment facility--separate campus; or
2. off home campus--separate campus.

“Incident” means an event or circumstance that involves alleged “abuse” or “neglect,” as those terms are described in Texas Family Code §261.001, of a student by a **Advantage Academy** employee or alleged “physical abuse” or “sexual abuse,” as those terms are described in Texas Family Code § 261.410, of a student by another student; and allegedly occurred in a self-contained classroom or other special education setting in which video surveillance is conducted under Texas Education Code §29.022.

Sec. 6.26.2. PROMOTION OF STUDENT SAFETY

Advantage Academy will, upon receipt of a written request authorized by this policy, provide equipment, including a video camera, to the school or schools specified in the request

A school or campus that receives equipment due to a video surveillance request shall place, operate, and maintain one or more video cameras in self-contained classrooms and other special education settings in which a majority of the students in regular attendance are provided special education and related services and are assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day.

Advantage Academy may not:

1. allow regular or continual monitoring of video recorded under this policy; or
2. use video recorded under this policy for routine teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

Sec. 6.26.3. PROCEDURES FOR REQUESTING VIDEO SURVEILLANCE

Video surveillance under this policy is for the purpose of promoting student safety in certain self-contained classrooms and other special education settings.

Sec. 6.26.3.1. Parent Request

A parent may request in writing that equipment be provided to the school or campus at which the parent’s child receives special education services in one or more self-contained classrooms or other special education settings.

Sec. 6.26.3.2. Board Request

The Board may request in writing that equipment be provided to one or more specified schools or campuses at which one or more children receive special education services in self-contained classrooms or other special education settings.

Sec. 6.26.3.3. Principal or Assistant Principal Request

The Principal or Assistant Principal of a school or campus at which one or more children receive special education services in self-contained classrooms or other special education settings may request in writing that equipment be provided to the Principal's or Assistant Principal's school or campus.

Sec. 6.26.3.4. Staff Member Request

A staff member assigned to work with one or more children receiving special education services in a self-contained classroom or other special education settings may request in writing that equipment be provided to the school or campus at which the staff member works.

Sec. 6.26.3.5. Additional Procedures

A school or campus that receives equipment as a result of the request of a parent or staff member is required to place equipment only in classrooms or settings in which the parent's child is in regular attendance or to which the staff member is assigned, as applicable.

A school or campus that receives equipment as a result of the request by the Board, Principal, or Assistant Principal is required to place equipment only in classrooms or settings identified by the requestor, if the requestor limits the request to specific classrooms or settings.

Advantage Academy shall designate an administrator (the "Administrator") at the **Advantage Academy** Central Office with responsibility for coordinating the provision of equipment to schools and campuses in compliance with this policy.

A written request must be submitted and acted on as follows:

1. A parent, staff member, or Assistant Principal must submit a request to the Principal or designee of the school or campus addressed in the request, and the Principal or designee must provide a copy of the request to the Administrator.
2. A Principal must submit a request by the Principal to the Administrator.
3. The Board must submit a request to the Administrator, and the Administrator must provide a copy of the request to the Principal or designee of the school or campus addressed in the request.

Advantage Academy shall provide a response to a request not later than the seventh school business day after receipt of the request by the person to whom it must be submitted that either authorizes the request or states the reason for denying the request. Unless granted an extension by the TEA, the school or campus must begin operation of a video camera in compliance with this policy not later than the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the request is authorized.

A parent of a student whose admission, review, and dismissal committee has determined that the student's placement for the following school year will be in a classroom or other special education setting in which a video camera may be placed to make a request for the video camera by the later of the date on which the current school year ends, or the 10th school business day after the date of the placement determination by the admission, review, and dismissal committee. Unless the TEA grants an extension of time, the school or campus must begin operation of a video camera not later than the later of the 10th school day of the fall semester or the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the date the request is made.

Sec. 6.26.4. ADVANCE WRITTEN NOTICE TO CAMPUS STAFF AND PARENTS

Before **Advantage Academy** activates a video camera in a classroom or other special education setting, **Advantage Academy** shall provide written notice of the placement to all school or campus staff and to the parents of each student attending class or engaging in school activities in the classroom or setting. This notice shall be in the form of a "Notice of Installation of Video and Audio Recording Equipment" form adopted by the Superintendent or designee, and shall be distributed to all parties prior to the start of recording.

At **Advantage Academy's** discretion, campuses may post a notice at the entrance of any self-contained classroom or other special education setting in which video camera are placed stating that video and audio surveillance are conducted in the classroom or setting.

Sec. 6.26.5. TIMES OF OPERATION

Cameras shall be operational at all times during the instructional day when students are in the self-contained classroom or other special education setting.

A school or campus that places a video camera in a classroom or other special education setting shall operate and maintain the video camera in the classroom or setting, as long as the classroom or setting continues to satisfy the requirements under this policy, for the remainder of the school year in which the school or campus received the request, unless the requestor withdraws the request in writing.

If for any reason a school or campus will discontinue operation of a video camera during a school year, not later than the fifth school day before the date the operation of the video camera will be discontinued, the school or campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue unless requested by a person eligible to make a request.

Not later than the 10th school day before the end of each school year, the school or campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue during the following school year unless a person eligible to make a request for the next school year submits a new request.

This policy applies to placement, operation, and maintenance of a video camera in a self-contained classroom or other special education setting during the regular school year and extended school year services.

Sec. 6.26.6. RESTRICTIONS ON VIDEO RECORDING

Video cameras must be capable of covering all areas of the classroom or other special education setting, including a room attached to the classroom or setting used for time-out. Video cameras must also be capable of recording audio from all areas of the classroom or other special education setting, including a room attached to the classroom or setting used for time-out.

The inside of a bathroom or any area in the classroom or other special education setting in which a student's clothes are changed may not be visually monitored, except for incidental coverage of a minor portion of a bathroom or changing area because of the layout of classroom or setting.

Sec. 6.26.7. RETENTION OF RECORDINGS

Advantage Academy shall retain video recordings from a video camera placed under this policy for at least three months after the date the video was recorded.

If a person described in Section 6.26.8.1 as eligible to receive a copy of a video requests to view a video recording from a video camera placed under this policy, **Advantage Academy** must retain the recording from the date of receipt of the request until the person has viewed the recording and a determination has been made as to whether the recording documents an alleged incident. If the recording documents an alleged incident, **Advantage Academy** shall retain the recording until the alleged incident has been resolved, including the exhaustion of all appeals.

A video recording under this policy is a governmental record only for purposes of Section 37.10, Penal Code.

Sec. 6.26.8. CONFIDENTIALITY OF VIDEO RECORDINGS

A video recording of a student is confidential and may not be released or viewed except as provided by Texas Education Code §29.022; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); or other applicable law.

Sec. 6.26.8.1. Requests to View a Video Recording

Advantage Academy will release a recording for viewing by:

1. A **Advantage Academy** employee who is involved in an alleged incident that is documented by the recording and has been reported to **Advantage Academy**, on request of the employee;
2. A parent of a student who is involved in an alleged incident that is documented by the recording and has been reported to **Advantage Academy**, on request of the parent;
3. Appropriate Department of Family and Protective Services personnel as part of an investigation under Section 261.406, Family Code;
4. A peace officer, a school nurse, a district-level or campus-level administrator trained in de-escalation and restraint techniques as provided by commissioner rule, or a human resources staff member designated by the Board in response to a report of an alleged incident or an investigation of **Advantage Academy** personnel or a report of alleged abuse committed by a student; or
5. Appropriate TEA or State Board for Educator Certification personnel or agents as part of an investigation.

A contractor or employee performing job duties relating to the installation, operation, or maintenance of video equipment or the retention of video recordings who incidentally views a video recording is not in violation of this policy.

If a person described by subsections (4) or (5) above who views the video recording believes that the recording documents a possible violation under Subchapter E, Chapter 261, Family Code, the person shall notify the Department of Family and Protective Services for investigation in accordance with Family Code § 261.406.

If any person described by subsections (3), (4), or (5) above who views the recording believes that the recording documents a possible violation of **Advantage Academy** policy, the person may allow access to the recording to appropriate legal and human resources personnel. A recording believed to document a possible violation of **Advantage Academy** policy relating to the neglect or abuse of a student may be used as part of a disciplinary actions against **Advantage Academy** personnel and shall be released at the request of the student’s parent in a legal proceeding.

If **Advantage Academy** determines that the recording is an “education record,” **Advantage Academy** shall release the recording in accordance with FERPA. State law does not limit the access of a student’s parent to a record regarding the student under FERPA or other law.

In order to review recordings for potential release, and operation and maintenance of the equipment, the following individuals shall have access to the video equipment: list out titles/departments that may have access to video equipment.

Sec. 6.26.9. PROCEDURES FOR REPORTING A COMPLAINT AND/OR REQUESTING TO VIEW RECORDING

Video and audio recording equipment shall be used for safety purposes to access documented, specific incidents. To report a complaint of alleged abuse or neglect to **Advantage Academy** and/or to request to view a recording allowed by Section 6.26.8 above, a written “Incident Report Form,” as adopted by the Superintendent or designee, shall be used by the requestor. This form will be completed to the extent of known information, and returned to the Superintendent or designee for validation.

Sec. 6.26.10. GRIEVANCE PROCEDURES

The special education dispute resolution procedures in 34 C.F.R. §§ 300.151-300.153 and 300.504-300.515, do not apply to complaints alleging that **Advantage Academy** has failed to comply with Education Code § 29.022. Complaints alleging violations of **Advantage Academy**’s video surveillance obligations for special education settings under Education Code § 29.022 must be addressed through **Advantage Academy**’s Student and Parent Grievance Process (see PG-3.XX), as adopted by the Board.

Advantage Academy, a parent, staff member, or an administrator may request an expedited review by the TEA of **Advantage Academy**’s (1) denial of a request, (2) request for an extension of time to begin operation of a video camera, or (3) determination to not release a video recording to an individual. If **Advantage Academy**, a parent, staff member or administrator requests an expedited review, the TEA shall notify all other interested parties of the request.

If an expedited review has been requested, the TEA shall issue a preliminary judgment as to whether **Advantage Academy** is likely to prevail on the issue under a full review by the TEA. If the TEA determines **Advantage Academy** is not likely to prevail, **Advantage Academy** must fully comply with the policy notwithstanding an appeal of the TEA’s decision. The TEA shall notify the requestor and **Advantage Academy**, if **Advantage Academy** is not the requestor, of the TEA’s determination.

Sec. 6.26.11. FUNDING

Advantage Academy may solicit and accept gifts, grants, and donations from any person to implement the requirements in Education Code § 29.022. **Advantage Academy** is not permitted to use Individuals with Disabilities Education Act, Part B, funds or state special education funds to implement the requirements of Education Code requirements of Education Code § 29.022.

Sec. 6.26.12. NO WAIVER OF IMMUNITY

The requirements described by this policy do not:

1. Waive any immunity from liability of **Advantage Academy**, or of **Advantage Academy** officers or employees; or
2. Create any liability for a cause of action against **Advantage Academy** or against **Advantage Academy** officers or employees.

Sec. 6.27.1. COMPLIANCE WITH GENERAL AND FISCAL GUIDELINES

Eagle Advantage Schools, Inc. must comply with the Texas Education Agency General and Fiscal Guidelines.

Sec. 6.27.2. CHARGING COSTS TO SPECIAL EDUCATION GRANT

Eagle Advantage Schools, Inc. may charge costs to a special education grant when those costs follow the Eagle Advantage Schools, Inc.'s local written procedures for allowability of costs and meet the following criteria:

- Are reasonable for the performance of the special education grant and are allocable under the applicable cost principles;
- Conform to limitations or exclusions set forth in applicable cost principles or the special education grant agreement as to types or amount of costs;
- Are consistent with policies and procedures that apply uniformly to federally or state-funded activities funded from other sources;
- Are accorded consistent treatment among all grant programs, regardless of funding source;
- Are not included as a cost or used to meet cost-sharing or matching requirements of any other federally or state-funded program in the current or a prior period; and
- Are adequately documented.

Sec. 6.27.3. REASONABLE COST

A cost can be considered reasonable if it meets the following standards:

- The cost is of a type generally recognized as ordinary and necessary for the operation of Eagle Advantage Schools, Inc. or grant performance;
- Restrictions or requirements are imposed for generally accepted sound business practices, arms-length bargaining, federal or state laws and regulations, and grant award terms and conditions;
- Consideration is given to market prices for comparable goods or services for the geographical area;
- Individuals are acting with prudence in the circumstances of responsibility to Eagle Advantage Schools, Inc. and federal and state government; and
- There are no significant deviations from established practices of the Eagle Advantage Schools, Inc. that may unjustifiably increase grant costs.

Sec. 6.27.4. Allocating Costs

A cost is allocable to the special education grant in accordance with relative benefits received if it is treated consistently with other costs incurred for the same purposes in like circumstance and if it meets the following:

- Is incurred specifically for the grant;
- Benefits both the grant and the other work and can be distributed in reasonable proportion to the benefits received; and
- Is necessary to the overall operation of the Eagle Advantage Schools, Inc. and is assignable in part to the special education grant award in accordance with the principles of this framework.