

Infinity Charter School

SECTION: PROGRAMS

TITLE: SPECIAL EDUCATION

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201. SPECIAL EDUCATION

Purpose:

Every exceptional student attending the school shall be offered an educational program that meets his/her individual needs and is suited to his/her unique abilities. Such a program of special education shall be designed to comply with law, conform to the goals of this school, and shall, to the extent feasible and consistent with the best interests of the student and other pupils, integrate programs of special education with the regular instructional program of the school.

Exceptional children to be served by the special education program of this school shall include those school-age children as defined by law, enrolled in the school, who so deviate from the average in physical, mental, emotional or social characteristics that they require special educational programs or facilities or services.

In order to maintain a more effective program of special education, the CEO/Director is authorized to participate in special education programs of the Capital Area Intermediate Unit or any other approved state program.

Guidelines:

The CEO/Director shall annually recommend to the Board the employment and retention of such staff and the provision of such facilities and services as may be necessary and feasible to provide for the needs of the exceptional children of this school.

The program to which each exceptional child is assigned shall be that which best assures his/her success in learning and offers him/her the least restrictive environment in accordance with state and Federal regulations. All procedures for the implementation of a program of special education shall be so designed as to guard the privacy of the student and family.

No exceptional student who is so classified shall be denied, because of handicap, participation in co-curricular, intramural or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of this school, unless such participation is not practical because of the handicap.

All services which are extended to the general population of students shall be provided for the exceptional pupil, where feasible.

The CEO/Director shall develop procedures for the continuing evaluation of the effectiveness of the school's plan for the exceptional pupil and shall periodically report to the Board the criteria by which such evaluations are made and the results of such evaluation.

Assistive Technology:

Infinity Charter School will facilitate the provision of assistive technology devices and/or assistive technology services to a child with a disability, if they are required as part of the child's IEP. A child who has use of a technological device, provided to the student by the Capital Area Intermediate Unit (CAIU), or their home school district, will bring the device with them when they come to Infinity. The cost for the use of the equipment will then be taken over by Infinity and paid to the CAIU or the child's home district for the use of the item. If a child is in need of a new device, Infinity will locate and pay for the use of the device for that child while they attend Infinity. If staff (including teachers and instructional aides) needs additional assistive technology resources or additional training, these would be available through the CAIU.

Hearing aids worn during the school day by children with hearing impairments, including deafness, will be tested periodically by the school nurse. The nurse will be responsible for reviewing procedures for maintaining the proper functioning of hearing aids, and obtaining additional training, as needed.

Independent Evaluation:

The parents of a child with a disability have the right to obtain an independent educational evaluation of the child at public expense. An independent educational evaluation is one that is conducted by a qualified examiner who is not employed by the public agency (school) responsible for the education of the child. The public agency is responsible for the full cost of the evaluation. The public agency shall provide to parents information about where an independent educational evaluation may be obtained, along with the agency criteria applicable for independent educational evaluations. If an independent evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner shall be provided to the parent. The public agency may not impose conditions or timelines related to obtaining an independent educational evaluation.

The independent educational evaluation may occur if the parents disagree with an evaluation obtained by the public agency. The public agency may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent may not be required. The public agency must, without unnecessary delay, either initiate a hearing to show that it's evaluation is appropriate to the needs of the child, or ensure that an independent evaluation be provided at public expense. If the public agency initiates a hearing, and the final decision is that the agency's evaluation is appropriate, the parent still has the right to an independent evaluation. This evaluation need not be at public expense. If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation must be at public expense.

When an independent educational evaluation is conducted at private expense, the results of the evaluation must be considered by the public agency, if it meets agency criteria. The evaluation must be considered with respect to the provision of a free appropriate public education of the child (FAPE). The evaluation may be presented as evidence at a hearing regarding that child.

**FSB – Behavior Management Policy For Special Education:
Positive behavior support.**

(a) Positive rather than negative measures shall form the basis of positive behavior support

programs to ensure that all students shall be free from demeaning treatment, the use of aversive techniques and the unreasonable use of restraints. Behavior support programs must include research based practices and techniques to develop and maintain skills that will enhance an individual student's opportunity for learning and self-fulfillment. Behavior support programs and plans shall be based on a functional assessment of behavior and utilize positive behavior techniques. When an intervention is needed to address problem behavior, the types of intervention chosen for a particular student must be the least intrusive necessary. The use of restraints is considered a measure of last resort, only to be used after other less restrictive measures, including de-escalation techniques in accordance with subsection (c)(2).

- (b) Notwithstanding the requirements incorporated by reference in 34 CFR 300.34, 300.324, 300.530 (relating to related services; development, review, and revision of IEP; and authority of school personnel), with regard to a child's behavior, the following words and terms, when used in this section, have the following meanings, unless the context clearly indicates otherwise:

Aversive techniques—Deliberate activities designed to establish a negative association with a specific behavior.

Positive behavior support plan—A plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A positive behavior support plan shall be developed by the IEP team, be based on a functional behavior assessment and become part of the student's IEP. These plans include methods that utilize positive reinforcement and other positive techniques to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behavior to specific tangible rewards.

Restraints—

- i. The application of physical force, with or without the use of a device, for the purpose of restraining the free movement of a student's body. The term does not include briefly holding, without force, a student to calm or comfort him, guiding a student to an appropriate activity, or holding a student's hand to safely escort him from one area to another.
 - ii. Excluded from this definition are hand-over-hand assistance with feeding or task completion and techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents and specified in the IEP. Devices used for physical or occupational therapy, seatbelts in wheel chairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices are examples of mechanical restraints which are excluded from this definition, and governed by subsection (d).
- (c) Restraints to control acute or episodic aggressive or self-injurious behavior may be used only when the student is acting in a manner as to be a clear and present danger to himself, to other students or to employees, and only when less restrictive measures and techniques have proven to be or are less effective.

(1) The use of restraints to control the aggressive behavior of an individual student shall cause Infinity to notify the parent of the use of restraint and shall cause a meeting of the IEP team within 10 school days of the inappropriate behavior causing the use of restraints, unless the parent, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, reevaluation, a new

or revised positive behavior support plan or a change of placement to address the inappropriate behavior.

- (2) The use of restraints may only be included in a student's IEP when:
 - (i) Utilized with specific component elements of positive behavior support.
 - (ii) Used in conjunction with the teaching of socially acceptable alternative skills to replace problem behavior.
 - (iii) Staff are authorized to use the procedure and have received the staff training required.
 - (iv) There is a plan in place for eliminating the use of restraint through the application of positive behavior support.
- (3) The use of prone restraints is prohibited in educational programs. Prone restraints are those in which a student is held face down on the floor.
- (4) The use of restraints may not be included in the IEP for the convenience of staff, as a substitute for an educational program or employed as punishment.
- (5) Infinity shall maintain and report data on the use of restraints as prescribed by the Secretary. The report will be reviewed during cyclical compliance monitoring conducted by the Department.
- (d) Mechanical restraints, which are used to control involuntary movement or lack of muscular control of students when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents. Mechanical restraints must prevent a student from injuring himself or others or promote normative body positioning and physical functioning.
- (e) The following aversive techniques of handling behavior are considered inappropriate and may not be used by Infinity in educational programs:
 - (1) Corporal punishment.
 - (2) Punishment for a manifestation of a student's disability.
 - (3) Locked rooms, locked boxes or other locked structures or spaces from which the student cannot readily exit.
 - (4) Noxious substances.
 - (5) Deprivation of basic human rights, such as withholding meals, water or fresh air.
 - (6) Suspensions constituting a pattern.
 - (7) Treatment of a demeaning nature.
 - (8) Electric shock.
- (f) Infinity has the primary responsibility for ensuring that behavior support programs are in accordance with 22 Pa. Code Chapter 711, including the training of personnel for the use of specific procedures, methods and techniques, and for having a written policy and procedures on the use of behavior support techniques and obtaining parental consent prior to the use of restrictive or intrusive procedures or restraints.
- (g) Infinity may convene a review, including the use of human rights committees, to oversee the use of restrictive or intrusive procedures or restraints.
- (h) Subsequent to a referral to law enforcement, for a student with a disability who has a positive behavior support plan, an updated functional behavior assessment and positive behavior support plan shall be required.

Educational Records Confidentiality

Infinity Charter School (ICS) recognizes the need to protect the confidentiality of personally identifiable information in the education records of eligible children. This policy has been prepared to ensure the privacy rights to both the parents/guardians and the eligible child in the collection, maintenance, release and destruction of these records. This policy incorporates provisions from the Regulations of the State Board of Education of Pupil Records (22 PA Code, Ch. 12), the Family Educational Rights and Privacy Act of 1974, the Confidentiality Section of P.L. 94-142, and the Confidentiality Section of PA Special Education Regulations and Standards.

Information in this policy will be reviewed and updated as necessary.

Definitions:

Authorized school official – means an administrator, supervisor, or instructor who has a legitimate educational interest (as defined by the LEA or APS) in the student’s education.

Destruction – means physical destruction or permanent expungement of personally identifying data from a student’s educational records so the information in those records is no longer personally identifiable.

Directory information – includes the following information relating to a student: the student’s name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student and other similar information.

Education record/records – means those records which are directly related to an exceptional student, and are maintained by Infinity. This includes records for a student who is currently or in the past received special education and related services from Infinity. Records include permission to evaluate, evaluation reports, individual education plan, notice of recommended educational placement, progress reports, etc. (Personal notes of instructional, supervisor or administrative personnel are not considered to be part of educational records.)

Eligible student – means a student who has attained eighteen (18) years of age, or is attending an institution of postsecondary education.

Personally identifiable – includes data or information that identifies the student or family members by name, by address, by information such as telephone or social security numbers, or by a list of characteristics or other information that could make the student’s identity easily traceable.

Release – the giving of access to or the allowance of inspection, transfer, disclosure, or communication of any portion of a student’s education records which includes in it personally identifiable information; the term also means release to any person by any means.

Student - means exceptional school age person, preschool pupil (eligible young child) with respect to whom an educational agency maintains education records.

Parent – includes a parent, guardian or a surrogate parent who acts as a parent in the absence of a parent or guardian. Unless there is a state law or court order which provides to the contrary, Infinity Charter School may presume that the parent has the authority to exercise the rights inherent in the Family Educational Rights and Privacy Act of 1974.

Special Educational Records

An educational record shall be maintained for each child receiving special education services from the school at the following locations:

1. A special education file shall be maintained in the main office at Infinity. This file shall be considered the complete special education file.
2. A permanent record shall be maintained for each current child and stored in the Infinity main office.
3. A health record for each currently enrolled student will be kept in a locked cabinet in the Health Office.
4. A copy of the special education file, permanent file and health file will be stored in the Records Room for students who are no longer enrolled in Infinity.

Transferring Files to Other Districts

A parent/guardian has the right to review the files of his/her child. The parent may also request and receive the following:

1. An explanation of information in the student's education records.
2. A copy of all or part of the student's education records (the cost of which will not exceed the costs of duplication).
3. A list of the types and location of the student's education record collected, maintained, or utilized by Infinity.

Access Record Log

Infinity will maintain a record indicating the names of those persons who have obtained access, the date of access, and the purpose of access.

Administrators, teachers, instructional aides and the administrative assistant are authorized to have access to personally identifiable information.

The parent/guardian has the right to inspect the access record of this child.

Maintenance Records

The Special Education teacher shall be responsible for ensuring that the education records, confidentiality rules, and this education records policy for eligible young children is enforced and administered. This official will:

1. Annually notify parents/guardians and eligible students of this policy, its procedures, and their rights. The notification shall be in their primary language unless it is not feasible to do so.
2. Develop a system of safeguards which will protect the confidentiality of personally identifiable information at the point of collection, storage, release and destruction.
3. Be responsible for ensuring that all Infinity faculty and subcontracted agency employees, who collect or use personally identifiable information, receive in-service regarding the implementation of this policy. In-servicing shall consist of providing, at the least, yearly presentation of the information to staff and subcontractors.

Destruction

Infinity will not destroy any part of an education record or personally identifiable information necessary for the education of a student who is enrolled, or has been enrolled, in Infinity.

Release of Information

In order to protect the rights of the student and his/her parents/guardians against infringement of privacy, misinterpretation of data, and inappropriate use, Infinity shall obtain the written consent of the student's parent/guardian or the eligible student prior to disclosing personally identifiable information from the education records of a student, other than directory information, except when prior consent for disclosure is not required by law. Consent shall be obtained using the Consent to Release Information form.

Prior consent for release of such information is not required when disclosure is:

1. To authorized school officials or subcontracted agencies have a legitimate educational interest (A **legitimate educational interest** for an authorized school official means that his official will have administrative, supervisory, or instructional duties with regard to the student's educational program.).
2. To officials of another school, or school system, in which the student is enrolled or intends to enroll; records will not be released without notifying the parents/guardians.
3. To authorized representatives of the Comptroller General of the United States, the Secretary, or state and local educational agencies.
4. To state and local officials or authorities, if a state statute adopted before November 19, 1974, specifically requires disclosures to those officials and authorities.
5. To comply with a judicial order or lawfully issued subpoena, provided Infinity makes a reasonable effort to notify the parent/guardian of the student of the order or subpoena in advance of compliance.
6. To organizations conducting studies for, or on behalf of, educational agencies or institutions provided such organizations have received approval from the Infinity Board of Directors.
7. To a parent/guardian of a dependent student, as defined in section 152 of the Internal Revenue Code of 1954.
8. In connection with a health or safety emergency, only if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Written consent will be obtained prior to release of personally identifiable information to any party not mentioned above. Prior to requesting consent, Infinity will provide the parent/guardian or eligible student in writing the following:

1. A general description of the information or record to be released.
2. The form of the release.
3. The reason the release was requested.
4. The party or agency to whom the information will be released.

Whenever the student's school district of residence, Intermediate Unit, or the Department of

Education requests the release of information, an approved private school must comply with the request within ten (10) days of receiving the request.

When a school district in which the student is enrolled or intends to enroll requests the release of information, Infinity will comply with the request within ten (10) days of receiving the request.

Parental Request For the Amendment of Records

A parent/guardian has the right to request that Infinity amend information contained in education records collected, maintained, or used by Infinity if s/he believes it to be inaccurate, misleading, or in violation of the privacy or other rights of the student.

Subsequent to a request for an amendment, Infinity shall decide whether to amend the disputed information within forty-five (45) calendar days after the receipt of the request to amend.

If Infinity agrees to amend the disputed information, the parent/guardian or eligible student shall be notified in writing.

If Infinity decides not to amend the education record in accordance with the request of the parent/guardian, Infinity shall inform the parent/guardian in writing of the refusal, the reason(s) for the refusal, and shall provide further notification of their right to request and receive a records review hearing.

The following procedure will be followed when the opportunity for a hearing is actualized:

1. The hearing shall be held at a mutually agreed upon time and place within thirty (30) days after Infinity receives the request of a hearing from the parent/guardian.
2. Infinity shall give written notification to the parent/guardian of the date, place, and time of the hearing not later than five (5) days in advance of the hearing.
3. The parent/guardian shall be afforded a full and fair opportunity to present evidence relevant to the specific information and reason(s) for requesting that information be amended, and may be represented as his/her own expense by an individual of his/her choice, including legal council.
4. The hearing officer shall render a written decision within thirty (30) days of the conclusion of the hearing. This decision shall be based solely on evidence presented at the hearing and include a summary of the evidence and reasons for the decision.
5. If the decision rendered is to amend the education record(s), Infinity will inform the parent/guardian of this in writing.
6. If the decision rendered is not to amend the education records, Infinity shall inform the parent/guardian in writing of his/her right to place in the educational records of the student a statement commenting upon the information in the educational records and/or setting forth any reason for disagreeing with the decision of Infinity. Parents/Guardians will also be informed of their right to request an impartial due process hearing.
 - a. This response shall be maintained by Infinity as part of the educational records of the student as long as the record or contended portion thereof is maintained by Infinity.
 - b. If the educational records of the student or the contested portion thereof disclosed to any party, the explanation shall also be disclosed to that party.

Notice of Special Education Services and Programs - Child Find

Infinity Charter School, along with other public agencies in the Commonwealth, must establish and implement procedures to identify, locate and evaluate all children who need special education programs and services because of the child's disability. This notice is to help find these children, to offer assistance to parents, and to describe the parents' rights, with regard to confidentiality of information that will be obtained during this process.

The content of this notice has been written in English. If a person does not understand any of this notice, s/he should contact Infinity's Special Education Contact, and request an explanation.

Identification Activity

Child find refers to activities undertaken by public education agencies to identify, locate, and evaluate children residing in the State, including children attending private schools, who are suspected of having disabilities, regardless of the severity of their disability, and determine the child's need for special education and related services. The purpose is to locate these children so that a free appropriate public education (FAPE) can be made available. The types of disabilities that, if found, may cause a child to need services are: autism, deaf-blindness, deafness, emotional disturbance, hearing impairment, mental retardation, multiple disabilities, orthopedic impairment, other health impairment due to chronic or acute health problems, specific learning disabilities, speech or language impairment, traumatic brain injury, visual impairment, including blindness, and developmental delays. Developmental delay is defined as a child who is less than the age of beginners and at least 3 years of age is considered to have a developmental delay when one of the following exists: (i) The child's score, on a developmental assessment device, on an assessment instrument which yields a score in months, indicates that the child is delayed by 25% of the child's chronological age in one or more developmental areas. (ii) The child is delayed in one or more of the developmental areas, as documented by test performance of 1.5 standard deviations below the mean on standardized tests.

Infinity is required to annually provide notice describing the *identification* activities and the procedures followed to ensure confidentiality of *personally identifiable information*. This notice is intended to meet this requirement.

Identification activities are performed to find a child who is suspected of having a disability that would interfere with his/her learning unless special education programs and services are made available. These activities are sometimes called *screening* activities. The activities include: review of group data, conducting hearing and vision screening, assessment of student's academic functioning, observation of the student displaying difficulty in behavior, and determining the student's response to attempted remediation. Screening activities can take place during the school day at Infinity Charter School. Input from parents is also an information source for *identification*. After a child is identified as a suspected *child with a disability*, s/he is evaluated once parents give their written permission. Regardless of screening activities, parents who think their child has a disability may request in writing, at any time, that an evaluation be conducted to determine if the child is eligible to receive special education services. Written requests should be sent to the Infinity Charter School's Special Education Contact.