

**SCHOOL DISTRICT OF MANAWA  
POLICY & HUMAN RESOURCES COMMITTEE MEETING  
AGENDA**

**Join with Google Meet**

[meet.google.com/fkz-dpsw-ado](https://meet.google.com/fkz-dpsw-ado)

**Join by phone**

(US) +1 904-580-9724 PIN: 157 741 746#

**Date: July 16, 2020**

**Time: 6:00p.m.**

**Virtual Meeting**

**Board Committee Members: Pethke (C), Forbes, J. Johnson**

**In Attendance:**

**Timer:** \_\_\_\_\_

**Recorder:** \_\_\_\_\_

1. Handbook Updates (Action)
  - a. Professional Educator
  - b. Support Staff
  - c. Special Education
2. Staff Return to Work Survey (Information)
3. Consider Endorsement of the Board of Education Modeling Face Covering Protocol (Action)
4. Consider Endorsement of the District School Reopening Plan (Action)
5. Employee Exit Interview Survey and Procedures (Information /Action)
6. Review Revised Commencement Protocols (Information / Action)
7. Review PO7250 Commemoration of Exceptional Individuals/Groups (Information / Action)
8. Policy & Human Resources Committee Planning Guide (Information)
9. Set Next Meeting Date
10. Next Meeting Items:
  - a. District Safety Plan - Need to incorporate relevant pandemic protocols
  - b.
11. Adjourn



**Students choosing to excel; realizing their strengths.**

# Support Staff Handbook

*Approved by the Manawa Board of Education on August 19, 2019  
Revised November 18, 2019*

**School District of Manawa  
800 Beech Street, Manawa, WI 54949**

**Phone: 920-596-2525**

**[www.manawaschools.org](http://www.manawaschools.org)**

This page left blank intentionally.

## CONTENTS

i.	INTRODUCTION.....	5
	a. Welcome.....	5
	b. Disclaimer .....	5
	c. Mission Statement .....	6
	d. Vision and Values .....	6
ii.	EMPLOYMENT POLICIES .....	7
	a. Definition of Support Staff .....	7
	b. Anti-Harassment Policy .....	7-8
iii.	REPORTING PROCEDURE / INTERNAL INVESTIGATION – EMPLOYEES .....	8
	a. Drug-Free Workplace .....	8
	b. Tobacco Policy .....	9
	c. Equal Employment Opportunity .....	9
	d. Conflict of Interest and Ethical Standards .....	9
	e. Communications and Suggestions .....	9
iv.	Outside Employment .....	9
v.	Personnel Files.....	9
	a. Personal Data Changes .....	9
	b. Political Activities of Staff .....	9-10
	c. Work Stoppage .....	10
	d. Acceptable Use .....	10
	e. Health Examination .....	10
	f. Family and Medical Leave Act (FMLA) .....	10
	g. Military Leave .....	11
vi.	EMPLOYMENT PRACTICES AND EXPECTATIONS .....	11
	a. General Practices .....	11
	i. Attendance .....	11
	ii. Work Days / Hours of Work .....	12
	iii. Calendar .....	12
	iv. Professional Development/Training Programs (In-service) .....	12
	v. Meetings .....	12
	vi. Injuries to Employees .....	12
	vii. Injuries to Students .....	13
	viii. Legal Actions Involving Employees .....	13
	ix. Email and Voicemail .....	13
	x. Personal Communications .....	13
	xi. Licensure/Certification .....	13
	xii. Determination of Assignments .....	13
	xiii. Reduction in Staff .....	14
	xiv. Layoff .....	14
	xv. Operation of District Vehicles .....	14
	xvi. Operation of Personal Vehicles .....	14
	xvii. Transportation of Students .....	14
	xviii. Confidentiality .....	14
	xix. Professional Appearance .....	14
	xx. Copyright .....	15
	xxi. Community Involvement .....	15
	xxii. Food Service Purchases .....	15
	xxiii. General Rules of Conduct .....	15
	xxiv. Grievances .....	15
	xxv. Identification Badge .....	15
	xxvi. Solicitations .....	15
	xxvii. Safety Plans .....	16
vii.	Child Abuse Reporting Requirement .....	16
viii.	Payroll Information .....	16

	a. Salary/Wage .....	16
	b. Timecards .....	16
	c. Residency .....	16
	d. Payroll Payments .....	16-17
	e. Direct Deposit .....	17
ix.	Benefits .....	17
	a. District Provided Benefits .....	17
	b. Worker's Compensation .....	17-18
	c. Wisconsin Retirement System (WRS) .....	18
x.	Fringe Benefits .....	18
	a. Health Insurance .....	18
	b. Dental & Vision Insurance .....	18
	c. Group Life Insurance .....	18
	d. Long-Term Disability Insurance .....	18
	e. Liability Insurance .....	18
xi.	Voluntary Benefits for Support Staff Working Over 20 Hours Per Week .....	18-19
xii.	Employee Separation .....	19
	a. Timeline .....	19
xiii.	Job Vacancies .....	19
xiv.	Pay for Time Worked:	
	a. Overtime .....	19
	b. Compensatory Regular Time .....	19-20
	c. Call Time / Call-In Pay .....	20
xv.	Holidays .....	20
xvi.	Vacations .....	21
xvii.	Paid & Unpaid Leaves:	
	a. Sick Leave .....	21
	b. Incentive to Sick Leave.....	21
	c. Gifting of Sick Leave .....	22
	d. Bereavement Leave.....	22
	e. Emergency Leave .....	22
	f. Jury Duty .....	22
	g. National Guard Duty.....	22
	h. Military Leave for Active Duty .....	22-23
	i. Administratively Approved Leave.....	23
	j. Family and Medical Leave Act (FMLA) .....	23
	k. Leaves of Absence:	
	i. Unpaid Leave of Absence .....	23-24
	ii. Child Rearing & Adoption .....	24
xviii.	Evaluations .....	24
xix.	Fobs & Keys .....	24
xx.	Work Orders .....	24
xxi.	Unpaid Debt to the District .....	24
xxii.	Staff Acknowledgement .....	25

## INTRODUCTION

### WELCOME

We are pleased to have you as a member of the staff of the School District of Manawa (SDM). The skills and commitment each employee brings to his/her job makes an important contribution to our goal of providing excellence in education to the students and families of the SDM. It is the District's responsibility to provide for the public education of students from 4-year-old kindergarten (4K) through twelfth grade. The school system is governed by a seven-member Board of Education elected by area for 3-year terms by the residents of the District. The District Administrator is responsible for overall administration of the schools and implementation of Board policies. A SDM employee can expect a fair and equitable salary, competitive benefits, and the opportunity to be a part of the best that public education has to offer. We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

It is each employee's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and the administrative guidelines available electronically on the District website, as well as the rules and regulations contained herein.

This *Support Staff Handbook* has been written to provide information and guidance to support staff members. Given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. We recognize that employees are bound to have many questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to the District Administrator or your immediate supervisor. Staff have the privilege to bring representation of choice when meeting with an administrator.

### A. DISCLAIMER

This *Support Staff Handbook* has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or an appointment of employment, expressed or implied. All District employees are employed "at will" and employment is not for any definite period, unless otherwise set forth in writing by appointment or statute. The School District of Manawa Board of Education reserves the right to add, delete or otherwise modify any or all of the below terms and conditions of employment, in whole or in part, for the good of the School District of Manawa, at any time with or without notice. The School District of Manawa Board of Education recognizes the District's employees are an integral part of the development of terms and conditions of employment found within this Handbook. The Board of Education and/or its representatives will inform district employees prior to making any modifications found within this Handbook.

Violations of the terms of the *Support Staff Handbook*, policies, regulations or guidelines may result in disciplinary action, up to and including, termination of employment. This *Support Staff Handbook* supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, or regulations given to employees, whether verbal or written.

This Handbook is not all-inclusive of the information for which staff members are responsible. It is intended to provide employees with information regarding Board policies and administrative guidelines (available online), procedures, ethics, expectations, and standards of the District. Additional publications that staff members should follow include, but are not limited to, the support staff evaluation document, administrative announcements, handbooks, Federal laws and regulations, and Wisconsin state law.

## School District of Manawa

### Students Choosing to Excel, Realizing their Strengths

#### **Mission Statement:**

*The School District of Manawa is the place where students choose to excel academically and realize their strengths.*

#### **Vision Statement:**

*The School District of Manawa engages students to reach their full potential in a changing global society through highly effective instruction and leadership.*

#### **Guiding Principles Grouped by Core Values:**

1. **Student Success – the District focuses on addressing the needs of all students by creating a student-centered learning environment conducive to all learners.**
2. **Highly Effective Staff – The District demonstrates accountability to the students and community it serves by promoting high standards for:**
  - *Creating academically rigorous curriculum and instruction for ALL.*
  - *Closing the achievement gaps between sub-groups of students and their peers.*
  - *Engaging in regular professional development on research-based best practices.*
  - *Supporting and rewarding innovative and progressive initiatives.*
  - *Fostering a positive attitude toward change.*
  - *Expecting the highest degree of professionalism.*
  - *Creating a culture of competent and passionate employees.*
3. **Innovative Leadership – The District demonstrates accountability to the students and community it serves by holding high leadership standards for:**
  - *Developing proactive planning procedures for curriculum, instruction, assessment, and record-keeping.*
  - *Budgeting with the needs of all learners as the first priority.*
  - *Recruiting and retaining highly effective educators.*
  - *Creating balanced programming options for remediation and enrichment.*
4. **Parent-Community Engagement – The District is a center of community life and enhances the community’s quality of life to the extent that it promotes and supports:**
  - *Collaborating with all stakeholders involved in issues prior to decision-making.*
  - *Being transparent in communications.*
  - *Maintaining an open-door policy.*
  - *Creating a culture that develops and sustains school/district pride.*
  - *Offering academic and social programs for families and the community.*
5. **Learning Environment – Successful teaching and learning are nurtured in an institutional climate characterized by:**
  - *Maintaining the facilities to ensure they are safe, clean, welcoming, inspirational and reliable work spaces for all.*

- *Nurturing a learning community that provides stability and a sense of satisfaction and fulfillment for all students and personnel.*
- *Supplying and maintaining contemporary technology.*

## **EMPLOYMENT POLICIES**

### **DEFINITION OF SUPPORT STAFF EMPLOYEES**

Full-time Employees: A Full-time Employee (FT) is hereby defined as a person who works forty (40) or more hours per week and two hundred-sixty (260) or more workdays per year, including paid leaves.

Part-time Employees: A Part-time Employee (PT) is hereby defined as a person who works less than forty (40) hours per week and/or less than two-hundred-sixty (260) workdays per year. Part-time employees are further delineated as:

PT 1	Employee is regularly scheduled to work 30 hours per week or more
PT 2	Employee is regularly scheduled to work between 20 and 29.99 hours per week
PT 3	Employee is regularly scheduled to work less than 20 hours per week

Temporary/Seasonal Employee: A Temporary/Seasonal Employee is hereby defined as an employee hired for a specific time or project.

### **ANTI-HARASSMENT POLICY**

The School District of Manawa is committed to maintaining and ensuring a working environment that is free of harassment or intimidation. The District will not tolerate any form of harassment, including sexual harassment, and will take all necessary and appropriate action to eliminate it.

Harassment refers to physical or verbal conduct, or psychological abuse, by any person who disrupts or interferes with a person’s work performance, or which creates an intimidating, hostile, or offensive work environment. Harassment may be student to staff, staff to student, staff to staff, male to female, female to male, female to female, or male to male. Harassment may include, but is not limited to the following:

1. Verbal harassment, including epithets, kidding, derogatory comments, slurs, or ethnic jokes.
2. Physical interference with movement, activities, or work.
3. Visual harassment, including derogatory cartoons, drawings, or posters.
4. Sexual harassment, which is defined as any deliberate, repeated or unwanted verbal or physical sexual contact, sexually explicit derogatory statement, or sexually discriminating remark that is offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient’s work performance. Sexual harassment can take the form of any unwanted sexual attention ranging from leering, pinching, patting, verbal comments, display of graphic or written sexual material, and subtle or expressed pressure for



sexual activity. In addition to the anxiety caused by sexual demands on the recipient, sexual harassment may include the implicit message from the alleged offender that noncompliance will lead to reprisals. Reprisals may include, but are not limited to, unsatisfactory work evaluations, different treatment, sarcasm, or unwarranted comments to or by peers.

Any individual who believes he/she has been subjected to harassment by any other person should report that incident to a building principal or to the District Administrator. If an employee is not comfortable making a complaint to their building principal or the District Administrator, the complaint may be made to the District Compliance Coordinators. It is the intent of the District to establish an atmosphere where complaints are timely investigated and the harassment is appropriately addressed. The Board designates the following individuals to serve as the District's Compliance Officers:

Dan Wolfgram, Secondary Principal  
515 E. Fourth St.  
Manawa, WI 54949

Carmen O'Brien, Business Manager  
800 Beech Street  
Manawa, WI 54949

920-596-5800  
[dwolfgram@manawaschools.org](mailto:dwolfgram@manawaschools.org)

920-596- 2525  
[cobrien@manawaschools.org](mailto:cobrien@manawaschools.org)

The District forbids retaliation against anyone who has reported harassment or cooperates in a harassment investigation.

## **REPORTING PROCEDURE/INTERNAL INVESTIGATION – EMPLOYEES**

The District expects employees to immediately report incidents of harassment to the appropriate supervisor.

Anyone who engages in harassment in the school setting may be subject to disciplinary action, up to and including dismissal. Any employee who permits harassment of students, other employees or volunteers may be subject to disciplinary action up to and including termination.

Any employee who receives a complaint of harassment from a student, other employee or volunteer and who does not act promptly to forward that complaint to the Supervisor and/or District Anti-Harassment officer designated to receive notice of all harassment complaints, shall be disciplined appropriately up to and including termination.

The School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. The initiation of a complaint of harassment or an appeal will not reflect negatively on the employee or volunteer who initiates the complaint or an appeal, and will not affect any part of the employee's or volunteer's standing rights or privileges.

*(Policy 3362, 4362)*

### **Drug-Free Workplace**

The School District of Manawa is committed to maintaining an alcohol and other drug-free workplace. Therefore, the Board of Education prohibits school employee use, possession, distribution, dispensing, or manufacturing of alcohol and other illegal drugs on school premises, in school vehicles and at school-sponsored activities while in a student supervisory role.

The District will not condone the involvement of any employee with illicit drugs, even when the employee is not on District premises.

All school employees shall cooperate with law enforcement agencies in investigation concerning any violation of this provision.

### **Tobacco Policy**

Employee use of tobacco on District property, in District-owned vehicles or at any District affiliated event is prohibited. Tobacco products may not be stored on District property. These policies also prohibit the use of tobacco in all forms as well as smoking of electronic, “vapor,” or other substitute cigarettes. (Policy 3215, 4215)

### **Equal Employment Opportunity**

The Board does not discriminate in the employment of support staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District’s premises during non-working hours, declining to attend an employer-sponsored meeting outside of professional responsibilities, or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices. (as defined in §111.32, Wis. Stats.). (Policy 3122, 4122)

### **Conflict of Interest and Ethical Standards**

It is imperative that our professional organization not create the perception of favoritism or special privilege. Employees are not permitted to gain monetarily by their position within the district. Employees are prohibited by Wis. Stat. § 118.12 from receiving anything of value for their own benefit that results from selling, soliciting or promoting the sale of any goods or services to any public-school pupil while on school property or at school-sponsored events.

Employees are expected to avoid situations in which their personal interests, activities and associations may conflict with the interest of the District.

### **Communications and Suggestions**

The School District of Manawa welcomes the comments and problem-solving suggestions of its employees. All comments and suggestions should follow the chain of command by bringing the concern or idea forward to his/her immediate supervisor/evaluator.

### **Outside Employment**

Employment with the School District of Manawa must be considered pre-eminent. Outside employment must not interfere with the employee’s performance or work schedule. Employees may not perform any duties for an outside employer during regularly scheduled working hours or during additional hours required for professional responsibilities.

### **Personnel Files**

An employee shall have the right to review certain personnel documents upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, at least 2 times per calendar year.

### **Personal Data Changes**

All changes in personal information, including changes of name, address, telephone numbers, education, marital status, dependent status, etc., should be updated with the District Office in a timely manner.

### **Political Activities of Staff**

Because political activities may be disruptive, divisive and distracting to a positive learning environment, such activities are not appropriate within the school setting. The Board prohibits political activities on all District-owned and used property, within all school buildings and at all school-sponsored activities unless part of a Board-approved teaching unit.

### **Work Stoppage**

Staff will not instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, considered work stoppage or any other intentional interruption of work involving the District.

### **Acceptable Use**

All employees are required to read and adhere to the Acceptable Use Policy.

### **Health Examination**

As a requirement for employment, employees will be required to furnish evidence of a physical examination, drug test, and tuberculin questionnaire.

The physical examination must be performed by ThedaCare at Work and the result recorded on a standard form furnished by the Board of Education. The form must be submitted to the District Administrator before the effective date of employment. Upon receipt of the form, the Board of Education shall pay for the physical examination.

The Wisconsin Tuberculosis (TB) Risk Assessment Questionnaire Screen must be filled out as part of the physical at ThedaCare at Work or under the direction of the District Nurse. If a skin tuberculin test is recommended, the test must be completed during the physical, prior to the first day of work. Subsequent physical examinations will be required at intervals determined by the School Board, consistent with state and federal laws.

A physical or mental examination may be requested by the District's Administration whenever an employee demonstrates any physical or mental disorder that may impact his/her performance. The employee shall be notified of the reason(s) for the examination and such examination shall be arranged and paid for by the Board of Education.

An employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the Board stating that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and that the employee is to the best of the employee's knowledge and belief in good health and that the employee claims exemption from health examination on these grounds. If there is reasonable cause to believe that an employee who has requested an exemption is suffering from an illness detrimental to the health of the pupils, the School Board may require a health examination sufficient to determine whether the employee is suffering from such an illness. The School Board shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement.

The District shall maintain all physical examination records and other medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records, in accordance with state and federal laws and regulations.

### **Family and Medical Leave Act (FMLA)**

The District complies with family and medical leave as required by the state and federal Family and Medical Leave Acts. State leave calculations are based on a calendar year. Federal leave calculations are based on a July 1 through June 30 year. See *Policy 4430.01* on the District website for an explanation of rights and responsibilities under FMLA.

### **Military Leave**

Pursuant to federal and state law, the District shall provide eligible employees with leaves of absence with or without pay for purposes of federal service in the uniformed services or active state service. Eligible employees should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

All rights and privileges regarding salary, benefits, status, and seniority shall be reserved to such employees as required by law.

An employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intention to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence. An employee's reemployment rights and benefits upon completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws.

## **EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **General Practices**

#### **Attendance**

Employees are expected to make every effort to be present for work and adhere to their assigned schedule. Employees who are unable to report to work shall follow their building procedures for reporting and recording absences by contacting the substitute caller.

On days when school is cancelled due to inclement weather, Part-time staff does not report and may either use PTO or Sick Time if the day is not to be made-up. Sick Time used for inclement weather may not exceed three (3) days based on the employee's regular schedule. PTO is limited based on employee job category. If the day is to be made up, part-time staff will not be allowed to use sick time. Time off used must be entered into the Skyward system and noted on the time card. Full-time staff does not report unless they notify their supervisor and mutually decide if they will report and/or if adjustments will be made to the regular schedule. Supervisors may pre-authorize the use of Vacation, PTO, Sick Time, or Compensatory Time as noted on timecards. Leave Without Pay for Full-time staff shall be authorized by the District Administrator.

For times when school is delayed, staff is to report according to the delay. Part-time staff should plan to adjust their arrival to the student schedule or as per the direction of the Supervisor. In the event of an early dismissal due to inclement weather, any staff member would leave after all students are safely out of the building or at the conclusion of their normal working hours, whichever comes sooner or as agreed upon with the Supervisor. Sick time may not be used for delays except if the delay becomes a cancellation. Food Service and full-time staff must arrive as close to their scheduled start time as possible. All adjustments must be noted on time cards.

Although the District performs better when all employees are in attendance, the District recognizes the occasional need to be away from work for illness, illness of a family member, administratively approved

leave, funerals, or urgent personal matters. For this reason, the District provides paid time away from work (leave). The District reserves the right to request verification for any time used.

Leave is allocated at the beginning of each fiscal/school year and is to be used as a protection from loss of income. All leave must be requested and approved by a Supervisor. Attempts should be made to make appointments outside of regularly assigned hours.

Good attendance is an essential element of employment. Poor attendance can lead to disciplinary action.

### **Work Days / Hours of Work**

The District Administrator or his/her designee will publish a schedule of work for all Support Staff employees. The following shall be used as a guide in establishing schedules:

Hours worked per day	Number of paid 15-minute breaks	30-minute unpaid meal break
Less than 4 hours	0	0
4 hours to 6 hours	1	1
Over 6 hours to 8 hours	2	1

Overtime shall only be paid if Support Staff employees have secured advanced written approval from their Supervisor. Time worked over forty (40) hours per week will be paid at the rate of one and one-half times the employee's regular rate of pay or used as compensatory time as approved by their Supervisor.

### **Calendar**

The school calendar shall be determined by the Board. The determination of the structure of the days (instructional, work days, etc.) shall be at the discretion of Administration.

### **Professional Development/Training Programs (In-service)**

As a learning and teaching institution, the District expects all employees to model continuous learning to develop professional skills and personal growth. The District provides periodic paid in-service and training opportunities that are required for staff depending on assignment and role. Paid leave will not be approved on professional development or in-service days designed for Support Staff participation. Extenuating circumstances (i.e. bereavement, once-in-a-lifetime opportunity, etc.) may be approved by administration with appropriate documentation.

### **Meetings**

Each Supervisor will determine the times and frequencies of Support Staff meetings. Efforts will be made to share the schedule in a timely manner. Employees must attend all meetings as called by administration or supervisors. In general, absences will be excused for emergencies or extenuating circumstances and must be granted by the administrator/supervisor calling the meeting.

The District Administrator may, from time-to-time, call all-staff meetings when need is determined. Support Staff will be compensated at their usual hourly rate for the length of the meeting if it is outside of their normal working hours.

### **Injuries to Employees**

Employees who are injured at work must complete an Employee Incident Report form within twenty-four (24) hours of the injury whenever feasible. This form is located online under the District Forms tab. Completed forms should be electronically submitted. Additionally, all incidents must be verbally reported immediately to building administration or immediate supervisor.

### **Injuries to Students**

All student injuries should be reported to the health staff. Attention should be given to all injuries, however minor. A Student Incident Report form must be filled out for all injuries and submitted electronically. Forms are located online under the District Forms tab.

### **Legal Actions Involving Employees**

Every employee shall notify his/her supervisor as soon as possible, but not more than three (3) calendar days, after an arrest, indictment, conviction, no contest or guilty pleas, or any adjudication of the employee for any felony or misdemeanor, or any offense involving moral turpitude. An offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported. The requirement to report an arrest, indictment, conviction, no contest or guilty plea, or other adjudication shall not apply to minor traffic offences unless the employee is driving students or a district-owned vehicle.

### **Email and Voicemail**

Good communication is required for a successful organization. It is the District's expectation that voicemail and email accounts be checked at least once per work day. It is the responsibility of the employee overseeing the paraprofessional to ensure that a device and a scheduled work time is accessible to the staff member for checking emails and/or voicemails. Email and voicemail are tools to increase efficiency utilized by the District and should be used solely for professional purposes, and in accordance with the District's Acceptable Use Policy.

It is important to note that there should be no expectation of privacy for online/network activity.

### **Personal Communications**

Personal communications should be kept to a minimum and cannot interfere with employment expectations. Personal cell phone use, text messaging, other personal communication, or other recreational uses by district staff must be kept to scheduled breaks, duty-free lunch and outside of the school day. Personal devices used for work-related purposes are acceptable.

Emergency exceptions can be made with an employee's direct supervisor.

### **Licensure/Certification**

It is the responsibility of the employee to obtain and maintain all required licenses and certifications for his/her position. Employees are required to maintain the licenses/certifications that are in effect upon hire, unless otherwise allowed by the District Administrator at his or her discretion.

### **Determination of Assignments**

The District will determine employment assignments based on the needs of the District. Employees will be assigned by the District Administrator or his/her designee. Employees may express in writing to the District Administrator or his/her designee their preference of school, grade level or subject.

The District, at its discretion, may involuntarily transfer an employee to a vacant or new position in the District. If an employee wishes to be transferred to another position which is open, application for a transfer should be made in writing to the District Administrator or his/her designee. An employee who applies for a vacant position may be granted an interview for the position. The District retains the right to select the most qualified individual (internal or external candidate) for any position.

All current employees in the District may apply for summer school positions.

### **Reduction in Staff**

Reductions in staff will be determined by the Board and based on the needs of the District.

### **Layoff**

The Board reserves the right to reduce the number of positions (full layoff) or the number of hours in any particular position (partial layoff). In deciding which positions to reduce or eliminate as well as the individuals affected, the Board shall act in the best interest of the District.

### **Operation of District Vehicles**

Any employee who drives a District vehicle must provide proof of a valid driver's license and must submit a copy of a valid driver's license to the District Office. All traffic violations must be reported to Administration within three days of receiving the violation. The District expects employees to be safe and adhere to the rules of the road. Citations received while driving a District vehicle are the responsibility of the driver and may result in disciplinary action. The District does complete background checks on all employees which does include the employee's driving record. A staff member may have restrictions on transporting students or may be restricted from driving a district vehicle based on the information contained in the driving record.

### **Operation of Personal Vehicles**

The Board of Education will pay the IRS rate for approved out-of-district travel as well as travel between buildings when employees are required to travel as part of their assignment. Employees must submit a request for travel reimbursement. Employee personal insurance shall serve as the first level of coverage.

### **Transportation of Students**

It is the District's position that transporting students in personal vehicles should be avoided. It puts the driver/owner at considerable risk for litigation and increased liability. However, in the rare circumstances when student transportation cannot be avoided, proof of valid license, vehicle inspection report, and insurance must be shared with the District Office. The vehicle inspection report will be valid for a period of (1 year) from the time of the inspection and will be kept on file in the District Office. Any accident or damage to the vehicle will require a new inspection prior to transporting students. Prior written administrative and parent permission is required and the owner of the vehicle has primary liability for any incident. (AG 8660)

### **Confidentiality**

Employees are responsible for protecting the confidentiality of all information concerning employees, students, clients, donors and organizations with which the District does business.

Student education records are treated as confidential under the Family Education Rights and Privacy Act of 1974 and Wisconsin state statutes.

When there is separation of employment, individuals must return all paper and/or electronic documents (including storage devices) containing any confidential or proprietary information.

### **Professional Appearance**

Employees are expected to dress in a professional manner appropriate to their working conditions and type of work performed. Certain departments, such as Food Service and Custodial may require special attire for work. Employees should consult their supervisor regarding dress code requirements. For most Instructional and Secretarial staff, business casual is most appropriate. Casual dress is appropriate for certain field trips, shop experiences, lab experiments or times when clothing could become soiled. All employees are District representatives at co-curricular activities and conferences and should appear as such.

### **Copyright**

The District expects all employees to model legal and ethical behavior. Therefore, all copyright, video, web publishing and internet laws and guidelines must be followed by all District employees.

### **Community/Co-curricular Involvement**

Learning in our school goes beyond the classroom. Employees are encouraged to attend co-curricular events.

### **Food Service Purchases**

All staff are welcome to purchase a meal or ala carte items during scheduled meal hours. Meal hours vary by building and level. Purchases are made utilizing a District supplied identification number. An ID number is established to correspond to a personal lunch account. The account is a debit system; therefore, funds must be in the account prior to making a purchase. Cash is not accepted in the lunch line.

### **General Rules of Conduct**

Employees represent the District at all times and in all places. Employees are expected to model positive, effective behavior and to adhere to the highest standards of their profession.

Annually, all personnel will review a list of District expectations and sign verification of such review. Many of these expectations also appear in this Handbook. These expectations are by no means exhaustive or complete, but simply list examples of conduct that may result in disciplinary action, up to and including termination. The District reserves the right to determine the appropriate discipline based on the circumstances of the individual incident.

These rules do not supersede or restrict legal rights and activities of employees.

### **Grievances**

The District encourages collaborative problem solving. Employees are encouraged to share any employment-related problem with their immediate supervisor informally. This discussion often produces more immediate solutions than a formal process.

The District has adopted a grievance policy (*Policy 3340, 4340*) that is available online, via the District website or from the Administration Office. The process for filing a grievance is outlined in detail in Policy 4340.

### **Identification Badge**



In order to maintain a safe, secure environment, all employees are required to have their photographs taken and wear the District-issued identification badge during the work day and at District functions when serving in a work-related role. Staff should sign-in when in a building that is not their home base.

### **Solicitations**

Employees may not use their positions to solicit funds, recruit membership, disseminate personal or political information that in any way interferes or distracts from the District's vision, mission and purpose.

### **Safety Plans**

Safety is the responsibility of all employees. As such, all employees are required to become familiar with the safety plan and participate in all safety drills and practices. Office and classroom areas are required to have Safety Plans and Evacuation/Shelter Maps displayed. Be sure to know where to report in the event of an emergency or drill.

Employees are encouraged to monitor hallways and grounds for unescorted/unfamiliar visitors and report them to the building office.

### **Child Abuse Reporting Requirement**

Wisconsin Statutes 48.981 requires all school district employees to report cases of suspected child abuse or neglect. Each Support Staff employed by the District who has reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means. The employee shall immediately notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect and be responsible for contacting the appropriate authorities (Manawa Police Department, Waupaca County Sheriff's Department and/or Waupaca County Department of Health and Human Services) who will then provide additional steps depending on the situational details and the child's residence address. The Child Abuse Reporting form can be found on the District website.

A reporting staff member shall not be dismissed or otherwise penalized for making a report of child abuse or neglect. Failure to report cases of suspected child abuse or neglect shall result in discipline, up to and including discharge.

### **Payroll Information**

#### **Salary/Wage**

The Board of Education will comply with state statutes as to employee compensation. Employees will receive individual notice as to their salary/wage for full-time employees prior to July 1<sup>st</sup> and for part-time employees prior to their start date.

#### **Timecards**

All support staff employees are required to submit a signed timecard for hours worked each week to their supervisor. Any variation from an employee's schedule must be approved by a supervisor before working alternate hours. Time will be recorded to the closest quarter hour.

#### **Residency**

The District encourages employees to reside within the school district.

### Payroll Payments

Payroll payments for Support Staff will be made on or about the 15<sup>th</sup> and final business day of the month. All Support Staff employees will have their paychecks (after all appropriately authorized amounts have been deducted) directly deposited into a designated bank account.

Full-time employees will receive their pay based on their calendar of employment. Annual hours worked will be calculated and spread equally over twenty-four (24) pay periods. Variations to the employment calendar will be paid out each pay period. Upon termination of employment, final wage payments will be calculated.

Part-time employees will receive their pay based on hours worked during a payroll period. Most part-time employees will receive twenty (20) pay periods starting September 15 through June 30. School calendar breaks are unpaid.

### Direct Deposit

The District will pay employees through Direct Deposit to an account at a financial institution of the employee's choice. Employees will provide the District Office with information needed to accomplish the Direct Deposit payroll process. Employees must enroll in Direct Deposit within fifteen (15) calendar days of the time of hire or rehire. Employees must participate in the Direct Deposit payroll process as a condition of new or continued employment unless otherwise prohibited by law.

The District utilizes Direct Deposit for all District payments and reimbursable expenses to employees.

Changes to information regarding Direct Deposit shall be received by the District Office at least fifteen (15) calendar days prior to the date of the change. The District will not be responsible for deposits made to a former account where the request for the change has not been timely provided the District Office.

## **BENEFITS**

The Board reserves the right to select the carriers and plans for any insurance benefits provided by the District.

### District Provided Benefits

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add, or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share, shall be approved through Board action.

Insurance coverage will commence on the first day of the month following the hire date of the eligible employee. Except for cases of misconduct, Support Staff whose employment is terminated at the conclusion of a school year shall have their health, dental, life, and long-term disability insurance coverage continued and paid at the same District rate through June 30 of the same year in which the employment was terminated. Support Staff whose employment terminates during the school year shall have their health, dental, life, and long-term disability insurance coverage continued and paid at the same District rate through the last day of the last month of their employment.

### Workers' Compensation

Workers' Compensation is to provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. The District will provide Workers' Compensation as required by law. The amount of benefits payable and the duration of payment will

depend upon the nature of the injury or illness. Any employee who is injured on the job shall report the injury to his/her supervisor prior to seeking medical attention, if possible. In the event of an emergency, the employee shall notify his/her principal within twenty-four hours after the occurrence of the injury or as soon as practicable. The employee shall complete an Employee Incident Report form available on the District website under district forms or in his/her school office and submit it to the supervisor.

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited to, the following:

- a. Injuries because of a self-inflicted wound;
- b. Injuries sustained because of an employee's horseplay;
- c. Injuries sustained while an employee does an activity of a private/personal nature. For example, while playing basketball during an unpaid lunch break.

### **Wisconsin Retirement System (WRS)**

The Board will comply with the requirements as to contributions for employees to the Wisconsin Retirement System (WRS) as established by State Statutes and the Department of Employee Trust Funds.

### **Health, Dental, and Vision Insurance**

The District reserves the right to select the carrier(s) and to determine the plan benefits including deductibles, co-pays, and other coverage for health and dental insurances. The District reserves the right to change the structure of the benefit plan, including eligibility, at any time. Specific information concerning the plan is found in the appropriate Summary Plan Description which governs all conditions of coverage. The plan documents are maintained in the Business Office and provided to employees who enroll in the coverages.

Eligible employees who are covered under fully insured group health, vision, and dental plans are assured the privacy protections required by Federal and State Law.

### **Eligibility for Health, Dental, and Vision Insurance**

Full-time employees and support staff employees regularly working 30 hours or more per week (PT 1) will be eligible for health, dental, and vision insurance. Support staff regularly working less than 40 hours per week will have the District's percentage of contribution pro-rated as a percentage of full-time employment for purposes of group health, dental, and vision insurance.

### **Premium Contributions for Health, Dental, and Vision Insurance for Eligible Employees**

The District will pay a portion of the premium for group health, dental, and vision insurance (family, employee plus one, or single) depending on the employee election. Those who choose to participate in the Health Risk Assessment (HRA) are eligible for applicable incentives. Employees calculated at 1.0 FTE status will have eighty-six percent (86%) of the monthly premium rate paid by the District and fourteen percent (14%) will be paid by the employee. The insurance carrier(s), program(s) and coverage(s) will be selected and determined by the Board.

### **Group Term Life Insurance for Eligible Employees**

The District will pay the full amount of the premium for life insurance equal to the annual amount of the employee's total salary for employees working twenty (20) or more hours per week.

### **Group Long-Term Disability Insurance for Eligible Employees**

The District will pay the full amount towards the premium of a long-term disability insurance plan that

provides sixty percent (60%) of the annual wage to employees working twenty (20) or more hours per week.

**Liability Insurance**

Employees are covered by the District’s liability policy while acting within the scope of their defined duties and responsibilities. The District’s liability policy shall be in accordance with Wisconsin Statutes.

**Voluntary Benefits for Support Staff Working Over 20 Hours per Week**

**Short-Term Disability**

The Board shall make Short-Term Disability Insurance available to eligible employees at the employee’s expense. The insurance carrier(s), program(s) and coverage(s) will be selected and determined by the Board.

**Tax-Sheltered Annuity (TSA) / 403(b) Retirement Plan**

A TSA program is available to employees in accordance with the District’s policies governing the 403(b) program. (*Policy 6520*)

**Section 125/Flexible Spending Account**

The Section 125© Plan is a pre-tax, payroll deduction account that allows employees to set aside up to \$5,000 for dependent, child or adult care and the maximum allowable by law for additional medical, dental or vision expenses not covered by insurance. Beginning July 1, 2019, an annual election is made with a July 1 through June 30 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year. (*Policy 6520*)

**EMPLOYEE SEPARATION**

**Timeline**

Support Staff employees are encouraged to provide at least fourteen (14) days advance notice of resignation.

Support Staff wishing to retire are requested to inform the District Administrator, in writing, no later than March 1<sup>st</sup>.

An employee who fails to report to work for three (3) or more consecutively scheduled workdays unless prior permission is received from the employee's supervisor or unless circumstances beyond the employee's control may result in dismissal.

The District requests a minimum two-week notice when breaking the Memorandum of Understanding.

**Job Vacancies**

When the District determines to fill a vacant position, it will consider such factors as skill, competence, efficiency, training initiative, leadership qualifications, and ability to work with supervisors. The most qualified applicant shall fill the vacancy.

**Overtime**

Overtime shall only be paid if Support Staff employees have secured advanced written approval from their Supervisor. Time worked over forty (40) hours per week will be paid at the rate of one and one-half times the employee’s regular rate of pay.

### **Compensatory Regular Time**

Time worked over forty (40) hours per week may be used as compensatory time with the advance written approval of a supervisor. Compensatory Time shall be logged into Skyward at the rate of one and one-half times the employee's regular time.

Comp Time Example: An employee works a full 40-hour week and worked an additional four hours that same week. The employee may choose to either a) receive overtime pay for four hours or b) take six hours of comp time (if comp time is chosen in lieu of overtime, comp time will be at 1 ½ hours for each overtime hour worked).

An employee works four days and took either a sick day or vacation day during the week. The employee worked an additional four hours the same week. Because the employee did not actually work their normal scheduled hours for the week, the employee may choose to either a) receive straight pay for the four hours or b) take four hours of comp time.

**PLEASE NOTE:** Comp time may be accrued up to 5 comp days before it must be used and shall not be used for more than three (3) consecutive days. Preferably, this time should be used within 30 days from when it was earned. All comp time must be used by June 30 or any accumulated compensation time will be paid out. Compensatory time will not carry over into the next school year.

### **Call Time/Call-in Pay**

Any employee called in to work by their supervisor outside his/her regular schedule shall receive a minimum of one (1) hour pay. Time over forty (40) hours per week will be paid at time and one half.

### **PAID TIME OFF**

#### **Holidays**

Full-Time Employees shall be granted ten (10) paid holidays per year as follows:

- |                               |                   |
|-------------------------------|-------------------|
| 1. Independence Day           | 6. Christmas Day  |
| 2. Labor Day                  | 7. New Year's Eve |
| 3. Thanksgiving Day           | 8. New Year's Day |
| 4. Day After Thanksgiving Day | 9. Good Friday    |
| 5. Christmas Eve              | 10. Memorial Day  |

Eligibility: Holiday pay will be paid only to those employees who have worked their scheduled hours the day before and the day after the holiday, except if they are on an excused leave.

Holiday Pay: Holiday pay shall be computed on the straight time hourly rate received by the employee on the day immediately following the holiday.

Holidays Fall on Weekends: When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. In the event Christmas Eve or New Year's Eve fall on Saturday or Sunday, the preceding Friday shall be observed as the holiday. In the event Christmas Day or New Year's Day fall on Saturday or Sunday, the following Monday shall be observed as the holiday. In the event the day to be observed as a holiday falls on a school day, the parties shall mutually agree upon a non-school day to be observed as the holiday.

Part-time 1 & 2 Employees shall be granted six (6) paid holidays per year as follows:

- |                               |                  |
|-------------------------------|------------------|
| 1. Labor Day                  | 4. Christmas Day |
| 2. Thanksgiving Day           | 5. Good Friday   |
| 3. Day after Thanksgiving Day | 6. Memorial Day  |

Part-time 3 Employees will not receive any paid holidays.

**Vacations**

Vacation Accrual: Vacations shall be granted to all full-time employees, based on their total length of service using the following as a guide:

AFTER Continuous Years of Service	Number of Vacation Days
One (1) year	Five (5) days
Two (2) years	Ten (10) days
Ten (10) years	Fifteen (15) days
Fifteen (15) years or more	Twenty (20) days

Negotiated exceptions will be noted and kept on file in personnel documentation.

Selection of Vacation Time: Employees shall normally be granted their vacation requests provided the work schedule permits and the request is made at least two (2) weeks prior to the beginning of the requested vacation. Should a conflict arise between two or more employees' vacation request, such requests shall be granted on an alternating basis, provided at least a two (2) week notice has been given. Vacations for an employee shall not be cumulative from year to year, but no vacation shall be forfeited if vacation could not be taken in a given year because of the Employer's non-approval of a vacation request.

Vacation Pay Upon Separation: Upon separation, employees shall receive payment for all unused accrued vacation for the current year, vacation days earned will be prorated from July 1 to the separation date.

**Sick Leave**

Support staff employees will earn sick/personal leave as follows:

- Full-time Employees will have 13 new days annually – three (3) for personal business and ten (10) for sick leave use.
- Part-time 1 Employees will have 10 new days annually – three (3) for personal business and seven (7) for sick leave use.
- Part-time 2 Employees will have 10 new days annually - two (2) for personal business and eight (8) for sick leave use.
- Part-time 3 Employees will not earn paid sick/personal leave.
- All unused PTO will roll to Sick Leave at the end of the school year (June 30).

Incentive to Sick Leave: For all employees eligible to earn sick leave, leave will accumulate up to ninety (90) days. Employees that have accumulated the maximum of ninety (90) days of unused sick leave will receive \$50 for every day over ninety (90) remaining on June 30. This is in lieu of “losing” unused sick days and will be paid on the July 15 payroll.

### **Gifting of Sick Leave**

An employee may choose to gift sick leave days to another employee who has exhausted existing sick leave and who is personally experiencing a catastrophic illness or accident. A catastrophic illness or accident is a severe illness/accident requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke. These illnesses or accidents usually involve high costs for hospitals, doctors and medicines and may incapacitate the person from working, creating a financial hardship. An employee with ten (10) or fewer sick days remaining in his/her own sick leave bank shall not be permitted to gift sick leave days.

### **Bereavement Leave**

Support Staff shall be granted up to (4) days of Bereavement Leave in the event of a death in the family or close relationship. It is the employee's responsibility to submit the appropriate time-off information in Skyward and email his/her principal in advance of taking such leave. Support Staff who access Bereavement Leave consisting of multiple days for the same death shall confer with his/her supervisor in advance for the purpose of maintaining smooth school operations in his/her absence. The District may require proof of the death, the relationship, travel itineraries, or other documentation from the employee whenever the District deems such verification appropriate.

### **Emergency Leave**

In the event of an emergency not covered by illness in the family as indicated in the Paid Time Off section or death as indicated in the Bereavement Leave section, the employee may apply for Emergency Leave to be granted by the District Administrator. Emergency Leave shall be deducted from Sick Leave and will be granted only if sufficient evidence is submitted to satisfy there is a compelling reason for absence. Usually this leave will be granted only under extraordinary and uncontrollable circumstances. These circumstances will usually fall under the classification of "an act of God" and will be of such a nature that they could not possibly be foreseen by the employee, such as damages to the employee's residence or vehicle caused by fire, flood, tornado, or other unforeseen emergency.

### **Jury Duty and Witness Duty**

Any employee who is not able to report for work because of jury duty or acting as a witness in a matter in which the employee is not a party, will be paid for the time missed. The employee shall provide the District with any payment received from serving on the jury. Employees must notify their immediate supervisor as soon as notice of jury duty is received and as soon as jury duty terminates.

Support Staff shall report to work if released from jury duty or the witness stand when at least a half-day remains in the scheduled work day. Support Staff are required to submit proof to verify the amount of the payment and their requirement/request to appear to be placed in the employee file.

### **National Guard Duty**

Where an employee is absent due to required service in the National Guard or Reserve, the employee will be paid his/her full salary for a period of up to five days for such absence, barring any overriding provision by the state or federal government. This leave will be granted without any deduction from the employee's PTO or vacation account, provided that the employee must endorse to the District all payments by the military for the days covered by paid leave from the District. However, an employee may choose to use PTO or vacation in order to retain both District pay and military pay.

### **Military Leave for Active Duty**

Support Staff will be granted a military leave of absence for absences from work due to serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Support Staff must give their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

Support Staff will not be paid for military leave. However, Support Staff may use any available accrued paid time off to help pay for the leave. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable places for which the employee is otherwise eligible.

An employee who is on military leave for up to 30 days must return to work on the first regularly scheduled work period after the service ends (allowing for reasonable travel time). An employee who is on military leave for more than 30 days must apply for reinstatement in accordance with USERRA and applicable state laws.

Support Staff who return from military leave (depending on the length of military service in accordance with USERRA) will be placed either in the position the employee would have attained if he/she had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, the employee will be treated as if he/she had been continuously employed.

### **Administratively-Approved Leave**

An employee may request Administratively-Approved Leave (with or without pay) for absences not covered under PTO, Bereavement Leave, or Emergency Leave provisions. Typically, such leave is for “once-in-a-lifetime” events over which the employee has no control of the date. Paid Administratively-Approved Leave shall access the employee’s PTO/Sick Leave account. Unpaid Administratively-Approved Leave shall result in a pro-rated daily deduction of the employee’s next payroll. This leave and the conditions thereof, including compensation, shall be at the discretion of the District Administrator whose decision shall be final and without appeal.

Written requests for Administratively-Approved Leave shall be made with the appropriate form at least three days prior to the absence to the District Administrator if advance notice is available. In the event that three days’ advance notice is not available, the employee shall be responsible for submitting the appropriate form as soon as the information is available.

Administratively-Approved Leave, either paid or unpaid, shall not be granted for participating in job actions such as picketing or demonstrating, or to participate in activities designed to disparage, embarrass, or discredit the District.

### **Family and Medical Leave Act (FMLA)**

Support Staff have access to absences covered by the federal Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act (WFMLA) in accordance with provisions and procedures specified in *Policy 3430.01, AG 3430.01A, and AG 3430.01B*. Questions regarding FMLA leave should be directed to the District’s Business Office.

## **LEAVES OF ABSENCE**

### **Unpaid Leave of Absence**

Employees must submit a written request for an unpaid leave of absence to the Board. The Board may grant the request for a leave of absence at its discretion. The leave of absence will begin and end on the dates approved by the Board. A leave of absence may not exceed twelve (12) calendar months.

Employee participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the District’s group insurance plans (to the extent permitted by the carrier); however, he/she must pay the premiums to the District during the leave of absence.



Sick leave will not accrue during a leave of absence; however, any accumulated sick leave at the time of the leave of absence will be reinstated upon return.

**Child-Rearing and Adoption Leave (Extended Beyond FMLA/WFMLA)**

Employees with a minimum of three years of continuous local experience may apply for unpaid Child-Rearing/Adoption Leave. Such leave is subject to Board approval and may be taken for no longer than two semesters. The Board reserves the right to limit approved leaves to no more than two employees per school year and is subject to hiring a qualified replacement for the leave period. This leave provision is not available to employees who have used this leave provision within the previous three years.

Application should be made in writing at least three months prior to the requested start of the leave. If conditions are such that three months' advance notice is not reasonable, then application should be made as soon as practicable with an explanation as to the cause of the reduced advance notice.

Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave, and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

**Evaluations**

Support Staff will be evaluated annually by their immediate supervisor. Evaluations will be a key determining factor in whether the employee will be considered for continued employment. In addition, the employee's salary advancement will also be dependent on the recommendation of the supervisor based on the evaluation report.

**Fobs and Keys**

Employee identification badges, parking permit, keys and the key fob for building entry will be issued to employees after initial hire.

**Work Orders**

Employees are asked to submit Work Orders within 24 hours of becoming aware that something is not in good working order. The Work Order form can be found online under the District Forms tab.

**Unpaid Debt to the District**

Employees that accrue debt due to unpaid food service bills, non-sufficient funds check, or other reasons will have this amount subtracted from their pay on June 15<sup>th</sup> payroll.

**SCHOOL DISTRICT OF MANAWA**  
**ACKNOWLEDGEMENT OF RECEIPT OF**  
**EMPLOYEE POLICIES AND HANDBOOK**

I acknowledge that I have received and reviewed a copy of the School District of Manawa Policies and Support Staff Handbook (Handbook). I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the School District of Manawa's policies and procedures are in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or a binding contract with the School District of Manawa for employment or benefits or for any other purpose. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that except as may be provided by the School Board, or a policy contained herein, my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or at my option.

I understand that I must sign and date a copy of this receipt and return it to the District Office and failure to do so may result in my immediate termination.

Employee Signature: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

## 2020-21 SDM Support Staff Handbook Revisions

Page	Change
7	<p><u>Full-time Employees:</u> A Full-time Employee (FT) is hereby defined as a person who <b>is regularly scheduled to work</b> <del>works</del> forty (40) <del>or more</del> hours per week and two hundred-sixty (260) or more workdays per year, including paid leaves.</p>
7	<p><u>Part-time Employees:</u> A Part-time Employee (PT) is hereby defined as a person who <b>is regularly scheduled to work</b> <del>works</del> less than forty (40) hours per week and/or less than two-hundred-sixty (260) workdays per year.</p>
19	<p><del>Beginning July 1, 2019,</del> <b>A</b>an annual election is made with a July1 through June 30 benefit period.</p>
20	<p><b>Comp Time Example 1:</b> An employee works a full 40-hour week and worked an additional four hours that same week. The employee may choose to either a) receive overtime pay for four hours or b) take six hours of comp time (if comp time is chosen in lieu of overtime, comp time will be at 1 ½ hours for each overtime hour worked).</p> <p><b>Comp Time Example 2:</b> An employee works four days and took either a sick day or vacation day during the week. The employee worked an additional four hours the same week. Because the employee did not actually work their normal scheduled hours for the week, the employee may choose to either a) receive straight pay for the four hours or b) take four hours of comp time.</p>
20	<p>Comp time may be accrued up to 5 comp days (<b>maximum 40 hours</b>) before it must be used and shall not be used for more than three (3) consecutive days.</p>
20	<p>Holiday pay will be paid only to those employees who have worked their scheduled hours the day before and the day after the holiday, except if they are on an excused leave <b>or as approved by their supervisor.</b></p>
22	<p><b><u>Gifting of Sick Leave</u></b></p> <p>An employee may choose to gift sick leave days to another employee who has exhausted existing sick leave and who is personally experiencing a catastrophic illness or accident. A catastrophic illness or accident is a severe illness/accident requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke. These illnesses or accidents usually involve high costs for hospitals, doctors and medicines and may incapacitate the person from working, creating a financial hardship. An employee with ten (10) or fewer sick days remaining in his/her own sick leave bank shall not be permitted to gift sick leave days. <b>Days will be gifted in the order in which they are donated in the Skyward system. Any unused days will be returned to the donor on or before June 30<sup>th</sup>.</b></p>
22	<p>It is the employee’s responsibility to submit the appropriate time-off information in Skyward and email his/her principal <b>and/or supervisor</b> in advance of taking such leave.</p>



School District of Manawa  
Special Education  
Policies and Procedures

*Approved by the Manawa Board of Education on*

*, 2020*

## TABLE OF CONTENTS

<b>Definitions</b> .....	2
<b>Full Educational Opportunity Goal</b> .....	16
<b>Free Appropriate Public Education</b> .....	17
General	
Hearing Aids and External Components of Surgically Implanted Devices	
Physical Education	
Assistive Technology	
Extended School Year	
Participation in Assessments	
Methods of Ensuring a Free Appropriate Public Education	
<b>Public Information</b> .....	20
<b>Child Find</b> .....	21
General	
Referral	
<b>IEP Team</b> .....	22
Participants	
IEP Team Attendance	
Parent Participation in IEP Team Meetings	
IEP Team Duties	
Timeline	
<b>Evaluation</b> .....	26
General	
Initial Evaluations	
IEP Team Determination of Eligibility or	
Continuing Eligibility (Initial and Reevaluation)	
Reevaluation	
Evaluation Report	
Evaluation Safeguards	
Additional Requirements for Specific Learning Disabilities	
<b>Determination of Eligibility</b> .....	33
<b>Areas of Impairment</b> .....	34
Autism	
Intellectual Disability Emotional	
Behavioral Disability Hearing	
Impairment	
Specific Learning Disability	
Orthopedic Impairment	
Other Health Impairment	
Significant Developmental Delay	
Speech and Language Impairment	
Traumatic Brain Injury	
Visual Impairment	
<b>Developing, Reviewing and Revising an IEP</b> .....	45
IEP in Effect	

<b>IEP Development</b> .....	46
<b>IEP Review and Revision</b> .....	47
<b>Amendments to the IEP</b> .....	47
<b>IEP Content</b> .....	48
<b>Placement</b> .....	49
Least Restrictive Environment	
Notice of Placement	
Consent for Placement	
<b>Parent Revocation of Consent</b> .....	51
<b>Related Services: Physical and Occupational Therapy</b> .....	52
Physical Therapists' Licensure and Service Requirements	
School Physical Therapist Assistants' Qualifications and Supervision of Physical Therapy	
Occupational Therapists' Licensure and Service Requirements	
Delegation and Supervision of Occupational Therapy	
Responsibility of a School Occupational Therapist	
School Occupational Therapy Assistants' Qualifications and Supervision	
<b>Transition from Birth to 3 Programs</b> .....	55
<b>Transfer Pupils</b> .....	55
In-State Transfer Students	
Out-of-State Transfer Students	
Transmittal of Records	
<b>Charter Schools</b> .....	56
<b>Due Process Procedures</b> .....	57
Opportunity to Examine Records and Parent Participation in Meetings	
Notice	
Procedural Safeguards Notice	
Independent Educational Evaluations	
Surrogate Parents	
Mediation	
Due Process Hearings	
Transfer of Rights at Age of Majority	
<b>Discipline Procedures</b> .....	63
Authority of School Personnel	
Placement in Interim Alternative Educational Settings	
Manifestation Determination Reviews	
Placement During Appeals	
Protections for Children Not Yet Eligible For Special Education and Related Services	
<b>Confidentiality of Information</b> .....	69
Notice to Parents	
Access Rights	
Amendment of Records at Parent's Request	
Consent	
Safeguards	
Destruction of Information	

Transfer of Confidentiality Rights at Age of Majority	
<b>Children with Disabilities Enrolled in Private Schools by Their Parents</b> .....	72
Child Find	
Provision of Services	
Expenditures	
Consultation	
Equitable Services Determined	
Equitable Services Provided	
Location of Services and Transportation	
Requirement that Funds Not Benefit a Private	
School Use of Personnel	
Separate Classes Prohibited	
Property, Equipment, and Supplies	
Parentally Placed Children in Private Schools when FAPE is at Issue	
<b>Children with Disabilities in Private Schools Placed or Referred</b>	
<b>by the School District of Manawa</b> .....	78
Development, Review, and Revision of the IEP	
<b>Children in Residential Care Centers</b> .....	79
<b>Placement Disputes; School Board Referrals; Interagency Cooperation</b> .....	80
<b>School District of Manawa Reporting to State</b> .....	81
<b>Appendix of Federal law and regulations referenced in the Model Policies</b>	
<b>and Procedures</b> .....	83

# School District of Manawa Special Education Policies and Procedures

## Preface

As a condition of funding under the Individuals with Disabilities Education Act (IDEA), local educational agencies are required to establish written policies and procedures for implementing federal special education laws. In addition, Wisconsin law requires local educational agencies to establish written policies and procedures for implementing state and federal special education requirements. *Model Local Educational Agency Special Education Policies and Procedures* has been developed to help local educational agencies meet their obligation to establish and implement special education requirements. A local educational agency may establish special education requirements by adopting the model policies and procedures. The document may also be used as a reference tool and for staff development activities to promote understanding of and compliance with special education requirements.

The state special education statutes, subchapter V, chapter 115, Wis. Stats., incorporate the statutory provisions of Part B of the IDEA. Local educational agencies in Wisconsin must also comply with IDEA's regulations. Therefore, the model policies and procedures are derived primarily from Wisconsin special education statutes and IDEA regulations. A small number of policies and procedures are derived from Wisconsin special education rules, chapter PI 11, Wis. Admin. Code. The underlying law can be found by using the following tools:

1. the table of contents to the IDEA Regulations found at 34 CFR Part 300, Vol. 71 Federal Register, No. 156 (August 14, 2006);
2. the table of contents of the state special education statute, Subchapter V, Chapter 115, Wis. Stats.; and
3. the table of contents for the state special education rules, Chapter PI 11, Wis. Admin. Code.



## Definitions

For the purpose of these policies, the following definitions apply:

- "Assistive technology device" means any item, piece of equipment or product system that is used to increase, maintain or improve the functional capabilities of a child with a disability. The term does not include a medical device that is surgically implanted, or the replacement of that device.

34 CFR § 300.5.

- "Assistive technology service" means any service that directly assists a child with a disability in the selection, acquisition or use of an assistive technology device, including all of the following:
  - evaluating the needs of the child, including a functional evaluation of the child in the child's customary environment;
  - purchasing, leasing or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
  - selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing or replacing assistive technology devices;
  - coordinating and using other therapies, interventions or services with assistive technology devices, such as those associated with existing education and rehabilitative plans and programs;
  - training or technical assistance for a child with a disability or, if appropriate, the child's family; and
  - training or technical assistance for professionals, including individuals providing education and rehabilitation services, employers or other individuals who provide services to, employ or are otherwise substantially involved in the major life functions of that child.

34 CFR § 300.6

- "Business day" means Monday through Friday, except for federal and state holidays unless holidays are specifically included in the designation of business day.

34 CFR § 300.11

- "Charter school" means a school under contract with a school board under Wis. Stat. § 118.40, or with one of the entities under Wis. Stat. § 118.40(2)(2r)(b), or a school established and operated by one of the entities under Wis. Stat. §§ 118.40(2r)(b), 115.001(1).

- "Child" means any person who is at least three years old but not yet 21 years old and who has not graduated from high school and, for the duration of a school term, any person who becomes 21 years old during that school term and who has not graduated from high school, and includes a child who is homeless, a child who is a ward of the state, county, or child welfare agency, and a child who is attending a private school.

Wis. Stat. § 115.76(3)

- "Child with a disability" means a child who, by reason of any of the following, needs special education and related services:
  - intellectual disabilities;
  - hearing impairments;
  - speech or language impairments;
  - visual impairments;
  - emotional behavioral disability;
  - orthopedic impairments;
  - autism;
  - traumatic brain injury;
  - other health impairments; and/or
  - specific learning disabilities.

If the School District of Manawa determines through an appropriate evaluation that a child has one of the impairments listed above but only needs a related service and not special education, the child is not a child with a disability. "Child with a disability" may, at the discretion of the School District of Manawa and consistent with Department of Public Instruction rules, include a child who, by reason of his or her significant developmental delay, needs special education and related services.

34 CFR § 300.8; Wis. Stat. § 115.76(5)

- "Consent" means:
  - 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;
  - the parent understands and agrees in writing to the carrying out of 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
  - the parent also understands the granting of consent is voluntary on the part of the parent and may be revoked at any time. If a parent revokes consent, that revocation is not retroactive (i.e. it does not negate an action that has occurred after the consent was given and before the consent was revoked).

34 CFR § 300.9

- "Controlled substance" means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substance Act [21 U.S.C. 812(c)].

34 CFR § 300.530(i)(1)

- "Core academic subjects" means English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography.

34 CFR § 300.10

- "Day" means calendar day unless otherwise indicated as business day or school day.

34 CFR § 300.11

- "Destruction," as used in the section on confidentiality in these policies, means physical destruction or removal of personal identifiers from information so the information is no longer personally identifiable.

34 CFR § 300.611(a)

- "Division" means the Division for Learning Support: Equity and Advocacy in the Department of Public Instruction.

Wis. Stat. § 115.76(6)

- "Education records" means the type of records covered under the definition of "education records" set forth in the regulations implementing the Family Educational Rights and Privacy Act of 1974. See Appendix.

34 CFR § 300.611(b)

- "Elementary school" means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education, as determined under State law. State law defines elementary grades as including K4-8<sup>th</sup> grade.

34 CFR § 300.13; Wis. Stat. § 115.01(2)

- "Equipment" means machinery, utilities, and built-in equipment, and any necessary enclosures or structures to house the machinery, utilities, or equipment; and all

other items necessary for the functioning of a particular facility as a facility for the provision of educational services, including items such as instructional equipment and necessary furniture; printed, published and audio-visual instructional materials; telecommunications, sensory, and other technological aids and devices; and books, periodicals, documents; and other related materials.

34 CFR § 300.14

- "Evaluation" means procedures used to determine whether a child has a disability and the nature and extent of the special education and related services the child needs.

34 CFR § 300.15

- "Extended school year services" means special education and related services that are provided to a child with a disability and meet the standards of the State of Wisconsin. These services are provided beyond the normal school year of the School District of Manawa, in accordance with the individualized education program (IEP), and at no cost to the parents of the child.

30 CFR § 300.106(b)

- "Free appropriate public education" means special education and related services that are provided at public expense and under public supervision and direction, and without charge, meet the standards of the Department of Public Instruction, include an appropriate preschool, elementary or secondary school education; and are provided in conformity with an IEP.

30 CFR § 300.17; Wis. Stat. § 115.76(7)

- "General curriculum" means the same curriculum as for nondisabled children.

34 CFR § 300.320(a)(1)(i)

- "Hearing officer" means an independent examiner appointed to conduct due process hearings under Wis. Stat. § 115.80.

Wis. Stat. § 115.76(8).

- "Highly Qualified Teacher" means that a person has met the Department of Public Instruction's approved or recognized certification, licensing, registration in which he/she is providing special education or related services, consistent with provision 34 CFR § 300.18.

- “Homeless children” has the meaning given the term *homeless children and youths* in section 725 (42 U.S.C. 11434(a)) of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11431 *et seq.* See Appendix.

34 CFR § 300.19

- "Illegal drug" means a controlled substance but does not include such a substance that is legally possessed or used under the supervision of a licensed healthcare professional or that is legally possessed or used under any other authority under federal law.

34 CFR § 300.530(i)(2)

- "Include" means that the items named are not all of the possible items that are covered whether like or unlike the ones named.

34 CFR § 300.20

- "Independent educational evaluation" means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.

34 CFR § 300.502

- "Individualized education program" (IEP) means a written statement for a child with a disability that is developed, reviewed and revised in accordance with Wis. Stat. § 115.787, and 34 CFR §§ 330.320 through 300.324.

34 CFR § 300.22; Wis. Stat. § 115.76(9)

- “IEP Team” means a group of individuals described in Wis. Stat. § 115.78 that is responsible for evaluating the child to determine the child’s eligibility or continued eligibility for special education and related services and the educational needs of the child; developing, reviewing, or revising an IEP for the child; and determining the special education placement for the child.

34 CFR § 300.23; Wis. Stat. § 115.78

- “Limited English Proficiency” has the meaning given the term in section 9101 (25) of the Elementary and Secondary Education Act (ESEA).
- "Local educational agency," except as otherwise provided, means
  - the school district in which the child with a disability resides,

- when the child attends a nonresident school district under Wis. Stat. § 118.51 (open enrollment) or § 121.84(1)(a) or (4) (tuition waiver), the district of attendance;
- the Department of Health and Family Services if the child with a disability resides in an institution or facility operated by the Department of Health and Family Services; or
- the Department of Corrections if the child with a disability resides in a Type 1 secured correctional facility, as defined in Wis. Stat. § 938.02(19), or a Type 1 prison, as defined in Wis. Stat. § 301.01(5).

Wis. Stat. § 115.76(10)

- "Native language," for individuals with limited English proficiency, means the language normally used by that individual. For children with limited English proficiency, the term means the language normally used by the parents of the child, except that in all direct contact with a child (including evaluation of the child), the term means the language normally used by the child in the home or learning environment. For an individual with deafness or blindness, or for an individual with no written language, the mode of communication is that normally used by the individual (such as sign language, Braille, or oral communication).

34 CFR § 300.29; Wis. Stat. §. 115.76(11)

- "Nonacademic and extracurricular services and activities" may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the public agency, referrals to agencies that provide assistance to individuals with disabilities and employment by the public agency and assistance in making outside employment available.

34 CFR § 300.107

- "Parent" means any of the following:
  - a biological parent;
  - a husband who has consented to the artificial insemination of his wife under Wis. Stat. § 891.40;
  - a male who is presumed to be the child's father under Wis. Stat. § 891.41;
  - a male who has been adjudicated the child's father under subch. VIII of ch. 48, under subch. IIX of ch. 767, by final order or judgment of an Indian tribal court of competent jurisdiction or by final order or judgment of a court of competent jurisdiction in another state;
  - an adoptive parent;
  - a legal guardian;
  - a person acting as a parent of a child with whom the child lives;
  - a person appointed as a sustaining parent under Wis. Stat. § 48.428;

- a person assigned as a surrogate parent under Wis. Stat. § 115.792(1)(a)2; and
- a foster parent, if the right and responsibility of all of the aforementioned individuals to make educational decisions concerning the child has been extinguished by termination of parental rights, by transfer of guardianship or legal custody or by other court order; the foster parent has an ongoing, long-term parental relationship with the child; the foster parent is willing to make educational decisions required of parents under special education law; and the foster parent has no interests that would conflict with the interests of the child.

The biological or adoptive parent, when attempting to act as a parent of the child, must be presumed to be the parent unless that person does not have legal authority to make educational decisions for the child.

#### 34 CFR § 300.30(b)

"Parent" does not include any person whose parental rights have been terminated; the state, county, or a child welfare agency if a child was made a ward of the state, county, or child welfare agency under ch. 54 or 880 or if a child has been placed in the legal custody or guardianship of the state, county, or a child welfare agency under ch. 48 or ch. 767; or an American Indian tribal agency if the child was made a ward of the agency or placed in the legal custody or guardianship of the agency.

#### 34 CFR § 300.30; Wis. Stat. § 115.76(12)

"Person acting as a parent of a child" means a relative of the child or a private individual allowed to act as a parent of a child by the child's biological or adoptive parents or guardian, and includes the child's grandparent, neighbor, friend or private individual caring for the child with the explicit or tacit approval of the child's biological or adoptive parents or guardian. "Person acting as a parent of a child" does not include any person that receives public funds to care for the child if such funds exceed the cost of such care.

#### 34 CFR § 300.30(a)(4); Wis. Stat. § 115.76(13)

- "Participating agency," as used in the section on *Confidentiality of Information* in these policies, means any agency or institution that collects, maintains or uses personally-identifiable information, or from which information is obtained, under the Individuals with Disabilities Education Act.

#### 34 CFR § 300.611(c)

- "Personally identifiable" means information that includes the name of the child, the child's parent or other family member; the address of the child; a personal identifier such as the child's social security number or student number; or a list of personal characteristics or other information that would make it possible to identify the child with reasonable certainty.

### 34 CFR § 300.32

- "Parentally-placed private school children with disabilities" are children with disabilities enrolled by their parents in private schools or facilities, including religious schools or facilities that meet the definition of elementary school or secondary school, other than children with disabilities placed or referred to private schools by public agencies.

### 34 CFR § 300.130

- "Public Agency" includes the State Educational Agency, Local Educational Agency, Cooperative Educational Service Agency (CESA), charter schools operating under Wis. Stat. § 118.40(2r), county children with disabilities education board, and any other political subdivisions of the State that are responsible for providing education to children with disabilities.

### 34 CFR § 300.33

- "Pupil Records" means all records relating to individual pupils maintained by a school but does not include:
  - notes or records maintained for personal use by a teacher or other person to be licensed if such records or notes are not available to others;
  - records necessary for, and available only to persons involved in, the psychological treatment of a pupil; and
  - law enforcement unit records.

### Wis. Stat. § 118.125(1)(d)

- "Record" means any material on which written, drawn, printed, spoken, visual, or electromagnetic information is recorded or preserved, regardless of physical form or characteristics.

### Wis. Stat. § 118.125(1)(e)

- "Related services" means transportation and such developmental, corrective and other supportive services (including speech-language pathology and audiology services; interpreting services; psychological services; physical and occupational therapy; recreation, including therapeutic recreation; social work services; school health services; school nursing services designed to enable a child with a disability to receive a free appropriate public education as described in the child's IEP; parent counseling and training; counseling services, including rehabilitation counseling; orientation and mobility services; medical services for diagnostic or evaluative purposes only; and the early identification and assessment of disabilities in children) as may be required to assist a child with a disability to



benefit from special education. "Related services" does not include a medical device that is surgically implanted, the optimization of device functioning, maintenance of the device, or the replacement of such a device. Nothing in this definition limits the rights of a child with a surgically implanted device to receive related services as determined by the IEP Team to be necessary, limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, while the child is transported to and from school or is at school; or prevents the routine checking of an external component of a surgically implanted device to make sure it is functioning properly.

34 CFR § 300.34; Wis. Stat. § 115.76(14)

In this definition:

- "Audiology" includes:
  - identification of children with hearing loss;
  - determination of the range, nature, and degree of hearing loss including referral for medical or other professional attention for the habilitation of hearing;
  - provision of habilitative activities such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation and speech conservation;
  - creation and administration of programs for prevention of hearing loss;
  - counseling and guidance of pupils, parents and teachers regarding hearing loss; and
  - determination of the child's need for group and individual amplification, selecting and fitting an appropriate aid and evaluating the effectiveness of amplification.
- "Counseling services" means services provided by qualified social workers, psychologists, guidance counselors or other qualified personnel.
- "Early identification and assessment of disabilities in children" means the implementation of a formal plan for identifying a disability as early as possible in a child's life.
- "Interpreting services," as used with respect to children who are deaf or hard of hearing, includes oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, and special interpreting services for children who are deaf-blind.

- "Medical services" means services provided by a licensed physician to determine a child's medically-related disability that results in the child's need for special education and related services.
- "Occupational therapy" means services provided by a qualified occupational therapist, and includes:
  - improving, developing or restoring functions impaired or lost through illness, injury, or deprivation;
  - improving ability to perform tasks for independent functioning if functions are impaired or lost; and
  - preventing, through early intervention, initial or further impairment or loss of function.
- "Orientation and mobility services" means services provided to blind or visually impaired students by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community, and includes teaching students the following as appropriate:
  - spatial and environmental concepts and use of information received by the senses (such as sound, temperature and vibrations) to establish, maintain, or regain orientation and line of travel (for example, using sound at a traffic light to cross the street);
  - to use the long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision;
  - to understand and use remaining vision and distance low vision aids, as appropriate; and
  - other concepts, techniques, and tools.
- "Parent counseling and training" means assisting parents in understanding the special needs of their child and providing parents with information about child development, and helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP.
- "Physical therapy" means services provided by a qualified physical therapist.
- "Psychological services" includes:
  - administering psychological and educational tests, and other assessment procedures;
  - interpreting assessment results;
  - obtaining, integrating, and interpreting information about child behavior and conditions relating to learning;

- consulting with other staff members in planning school programs to meet the special educational needs of children as indicated by psychological tests, interviews, direct observations, and behavioral evaluations;
  - planning and managing a program of psychological services, including psychological counseling for children and parents; and
  - assisting in developing positive behavioral intervention strategies.
- "Recreation" includes:
    - assessment of leisure function;
    - therapeutic recreation services;
    - recreation programs in schools and community agencies; and
    - leisure education.
  - "Rehabilitation counseling services" means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with disabilities by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended.
  - "School health services" means health services provided by a qualified school nurse or other qualified person that are designed to enable a child with a disability to receive FAPE as described in the child's IEP.
  - "School nurse services" mean health services provided by a qualified school nurse, designed to enable a child with a disability to receive FAPE as described in the child's IEP.
  - "Social work services in schools" includes:
    - preparing a social or developmental history on a child with a disability;
    - group and individual counseling with the child and family;
    - working in partnership with parents and others on those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school;
    - mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program; and
    - assisting in developing positive behavioral intervention strategies.
  - "Speech-language pathology services" include:
    - identification of children with speech or language impairments;
    - diagnosis and appraisal of specific speech or language impairments;

- referral for medical or other professional attention necessary for the habilitation of speech or language impairments;
- provision of speech and language services for the habilitation or prevention of communicative impairments; and
- counseling and guidance of parents, children, and teachers regarding speech and language impairments.

➤ "Transportation" includes:

- travel to and from school and between schools;
- travel in and around school buildings; and
- specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.

34 CFR § 300.34

- "Residential care center for children and youth" means a facility operated by a child welfare agency licensed under Wis. Stat. § 48.60 for the care and maintenance of children residing in that facility.

Wis. Stat. § 115.76(14g)

- "Responsible Local Educational Agency:" as used in the section on children in residential care centers means the local educational agency that was responsible for providing a free, appropriate public education to the child before the placement of the child in a residential care center for children and youth.

Except "responsible local educational agency" means the school district in which the residential care center for children and youth is located if before the placement of the child in a residential care center for children and youth, the children resided in an: institute or facility operated by the department of health and family services; a Type 1 juvenile correctional facility; or a Type 1 prison.

Wis. Stat. § 115.81

- "School day" means any day, including a partial day, that children are in attendance at school for instructional purposes. The term "school day" has the same meaning for all children in school, including children with and without disabilities.

34 CFR § 300.11

- "Scientifically-based research" has the meaning given the term in section 9101(37) of the ESEA. See Appendix.

34 CFR § 300.35

- "Secondary school" means a nonprofit institutional day or residential school including a public secondary charter school that provides secondary education for grades 9-12.

34 CFR § 300.36

- "Serious bodily injury" has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.

34 CFR § 300.530(i)(3). See Appendix.

- "Services plan" means a written statement that describes the special education and related services the school district will provide to a parentally-placed child with a disability enrolled in a private school located in the district, including the location of the services and any transportation necessary, consistent with 34 CFR §§ 300.132, 300.137-139.

34 CFR § 300.37

- "Special education" means specially-designed instruction, regardless of where the instruction is conducted, that is provided at no cost to the child or the child's parents, to meet the unique needs of a child with a disability, including:
  - instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings;
  - instruction in physical education;
  - speech-language pathology services, or any other related service, if the service consists of specially-designed instruction and is considered special education rather than a related service under Wisconsin standards;
  - travel training; and
  - vocational education.

The terms in the definition of special education are defined as follows:

- "At no cost" means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
- "Physical education" means the development of:
  - physical and motor fitness;
  - fundamental motor skills and patterns; and

- skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports).

The term includes special physical education, adaptive physical education, movement education, and motor development.

- "Specially-designed instruction" means adapting content, methodology or delivery of instruction:
  - to address the unique needs of an eligible child that result from the child's disability; and
  - to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the School District of Manawa that apply to all children.
- "Travel training" means providing instruction, as appropriate, to children with significant intellectual disabilities and any other children with disabilities who require this instruction to enable them to develop an awareness of the environment in which they live and learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).
- "Vocational education" means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

34 CFR § 300.39; Wis. Stat. § 115.76(15)

- "Supplementary aids and services" mean aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings to enable a child with a disability to be educated with nondisabled children to the maximum extent appropriate.

34 CFR § 300.42, 115.76(16)

- A "transfer pupil with a disability" means a child with a disability under the Individuals with Disabilities Education Act whose residence has changed from a local educational agency in this state to another local educational agency in this state or from a public agency in another state to a local educational agency in this state.

Wis. Admin. Code § PI 11.07

- "Transition services" means a coordinated set of activities for a child with a disability that:

- is designed to be within a results-oriented process that is focused on improving the academic and functional achievement of the child with a disability 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
  
- is based on the individual child's needs, taking into account the child's strengths, preferences, and interests; and includes:
  - instruction;
  - related services;
  - community experiences;
  - the development of employment and other post-school adult living objectives; and
  - if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

34 CFR § 300.43

- "Universal Design" has the meaning given the term in section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002.

34 CFR § 300.44 See Appendix.

- "Weapon" has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

34 CFR § 300.530(i)(4) See Appendix.

## **Full Educational Opportunity Goal**

It is the goal of the School District of Manawa to provide full educational opportunity to all children with disabilities in the area served by the School District of Manawa. The School District of Manawa has available to all of its children with disabilities the variety of educational programs and services available to nondisabled children in the School District of Manawa, including: art, music, industrial arts, consumer and homemaking education, and vocational education or any program or activity in which nondisabled children participate. The School District of Manawa provides supplementary aids and services determined appropriate and necessary by the child's IEP Team, to ensure that

children with disabilities have an equal opportunity to participate in nonacademic and extracurricular services and activities.

34 CFR §§ 300.107, 300.109; 300.110; 300.201

## **Free Appropriate Public Education**

**GENERAL.** All children with disabilities for whom the School District of Manawa is responsible are provided a free appropriate public education. Special education and related services are provided to these children with disabilities, including, as required by 34 CFR § 300.530(d), children with disabilities who have been suspended or expelled from school. Children with disabilities entitled to a free appropriate public education are children age three, but not yet 21 who have not graduated from high school with a regular high school diploma and, for the duration of a school term, persons who become 21 years old during that school term and who have not graduated from high school with a regular diploma. A regular high school diploma does not include an alternative degree that is not fully aligned with the State's academic standards, such as a certificate or a general educational development credential (GED). The special education and related services provided to children addresses all of their special education and related services needs and are provided by personnel qualified as required by 34 CFR § 300.156.

34 CFR § 300.101(a); 34 CFR § 300.102(a)(3)(iv); 34 CFR § 300.156; Wis. Stat. § 115.76(3)

The School District of Manawa provides prior written notice of a change in placement consistent with the requirements in the law when a child with a disability graduates from high school with a regular diploma. Additionally for those students who graduate from high school with a regular diploma as well as students who exceed the age of eligibility, the School District of Manawa provides a summary of their academic achievement and functional performance, including recommendations on how to assist the child in meeting the child's postsecondary goals.

34 CFR § 300.102(a)(3)(iii); 300.305(e)(3)

The School District of Manawa ensures that an IEP is in effect for each eligible child no later than the child's third birthday. If the child's third birthday occurs during the summer, the child's IEP team determines when the IEP services will begin.

34 CFR § 300.101(b)

If a placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, is provided at no cost to the parents of the child.

34 CFR § 300.104



The School District of Manawa admits a nonresident child if the program is appropriate for the child's disability. When a resident child is refused admittance to another local educational agency, the resident local educational agency ensures that a free appropriate public education is provided to the child. When board and lodging are not furnished to a nonresident child with a disability, the resident local educational agency provides transportation, except as provided in Wis. Stat. § 115.82(2)(a) and (b).

Wis. Stat. § 115.82

After a child with a disability has been removed from his or her current placement for ten school days in the same school year, for any subsequent removal, the School District of Manawa provides services, although in another setting, so as to enable the child to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the child's IEP. In such a case, school personnel, in consultation with at least one of the child's teachers, determine the extent of the services. When there is a change of placement, the IEP team determines the appropriate services.

34 CFR § 300.530(d)

**HEARING AIDS AND EXTERNAL COMPONENTS OF SURGICALLY IMPLANTED MEDICAL DEVICES.**

The School District of Manawa ensures that hearing aids worn in school by children with hearing impairments, including deafness, are functioning properly. The School District of Manawa ensures that the external components of surgically implanted medical devices are functioning properly, but is not responsible for the post-surgical maintenance, programming, or replacement of the medical devices that has been surgically implanted, or of an external component of the surgically implanted medical device.

34 CFR § 300.113

**PHYSICAL EDUCATION.** Physical education services, specially designed if necessary, are made available to every child with a disability unless the LEA does not provide physical education to children without disabilities in the same grades. Each child with a disability is afforded the opportunity to participate in regular physical education programs available to nondisabled children unless the child is enrolled full time in a separate facility, or the child needs specially-designed physical education as prescribed in the child's IEP.

If specially-designed physical education is prescribed in a child's IEP, the School District of Manawa provides the services directly or makes arrangements for those services to be provided through other public or private programs. The School District of Manawa ensures that a child with a disability who is enrolled in a separate facility receives appropriate physical education services in compliance with the law.

34 CFR § 300.108

**ASSISTIVE TECHNOLOGY.** The School District of Manawa makes available assistive technology devices or assistive technology services, or both, to a child with a disability if

required as part of the child's special education, related services, or supplementary aids and services. If a child's IEP team determines that access to school-purchased assistive technology devices or services in the child's home or in other settings is necessary for the child to receive a free appropriate public education, the devices or services are provided.

34 CFR § 300.105

**EXTENDED SCHOOL YEAR.** The School District of Manawa ensures that extended school year services are available to each child with a disability as necessary to provide a free appropriate public education. Extended school year services are provided when a child's IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education to the child. The School District of Manawa does not limit extended school year services to particular categories of disability, or unilaterally limit the type, amount, or duration of those services.

34 CFR § 300.106

**PARTICIPATION IN ASSESSMENTS.** Children with disabilities attending the School District of Manawa are included in all state-wide and district-wide assessment programs with appropriate accommodations. Those children who cannot participate in state-wide or district-wide assessments participate in alternate assessments. Needed accommodations or alternate assessments are identified by the IEP team and are specified in the child's IEP.

20 U.S.C 1412(a)(16); Wis. Stat. § 115.77(1m)(bg)

**METHODS OF ENSURING A FREE APPROPRIATE PUBLIC EDUCATION.** If a public agency, other than an educational agency, fails to meet its obligation under federal or state law or under state policy or interagency agreement to provide or pay for any services that are also considered special education and related services that are necessary for ensuring a free appropriate public education to a child, the School District of Manawa provides or pays for these services to the child in a timely manner.

34 CFR § 300.154(b)(2)

When the School District of Manawa uses Medicaid or other public insurance benefits programs in which a child participates to provide or pay for special education and related services necessary for the child to receive a free appropriate public education as permitted under the public insurance program, the School District of Manawa obtains parent consent each time access to public benefits or insurance is sought.

Furthermore, the School District of Manawa does not:

- require parents to sign up for or enroll in public insurance programs in order for their child to receive a free appropriate public education under Part B of the Act;

- require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for special education and related services; or
- use a child's benefits under a public insurance program if that use would:
  - decrease available lifetime coverage or any other insured benefit,
  - result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the child outside of the time the child is in school,
  - increase premiums or lead to the discontinuation of benefits or insurance or
  - risk loss of eligibility for home and community-based waivers based on aggregate health-related expenditures.

Each time the School District of Manawa proposes to access the proceeds of a parents' private insurance to provide services necessary for the child to receive a free appropriate public education, the School District of Manawa:

- obtains informed parent consent; and
- informs the parents that their refusal to permit the School District of Manawa to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.

34 CFR § 300.154

The School District of Manawa timely provides instructional materials in accessible formats to children who are blind, children with print disabilities, or other children with disabilities as required in the child's IEP.

34 CFR § 300.210

Except for the circumstances provided for in Wis. Stat. § 118.51(12)(a)&(b)2 of the Full-Time Open Enrollment law, if a non-resident child with a disability is attending the School District of Manawa under the Full-Time Open Enrollment law, the School District of Manawa provides an educational placement for the child. If tuition charges are required by the placement, the School District of Manawa pays tuition charges instead of the resident school district.

Wis. Stat. § 115.79(1)(b)

## **Public Information**

The School District of Manawa regularly publicizes information about its special education procedures and services. Further, the School District of Manawa makes

available to any person, upon request, all documents relating to the School District of Manawa's eligibility for state and federal special education funds.

34 CFR § 300.212; Wis. Stat. § 115.77(1m)(g) and (h)

If the School District of Manawa receives a notice from the Department of Public Instruction that it is in noncompliance with respect to state or federal special education law and the Department of Public Instruction is proposing to reduce or withhold any further payments to the School District of Manawa until the Department of Public Instruction is satisfied that the School District of Manawa is complying with that requirement, the School District of Manawa gives public notice of the pending state actions.

34 CFR § 300.222(b)

## **Child Find**

**GENERAL.** The School District of Manawa identifies, locates, and evaluates all children with disabilities, regardless of the severity of their disability, who are in need of special education and related services, including children attending private schools, children who are made a ward of the state, county, or child welfare agency under chapter 54 or 880, children who are not yet three years of age, highly mobile children such as migrant and homeless children, and children who are suspected of being a child with a disability even though they are advancing from grade to grade.

34 CFR § 300.111; Wis. Stat. § 115.77(1m)(a)

**REFERRAL.** The School District of Manawa accepts and processes referrals of children suspected to have a disability. The School District of Manawa has written procedures for accepting and processing referrals. Licensed school personnel who reasonably believe a child has a disability are required to make a referral.

Prior to submitting a referral, the people required to make referrals inform the parents of their intent to make a referral. If the School District of Manawa receives a referral for a child who is attending the School District of Manawa under the Full-Time Open Enrollment law or a tuition waiver under Wis. Stat. § 121.84(1)(a) or (4), the School District of Manawa provides the name of the child and related information to the local educational agency of residence. Whenever the School District of Manawa receives a referral for a resident child attending school in another local educational agency under the Full-Time Open Enrollment law or a tuition waiver under Wis. Stat. § 121.84(1)(a) or (4), the School District of Manawa provides the name of the child and related information to the local educational agency of attendance.

The School District of Manawa accepts written referrals. Each referral includes the name of the child and reasons why the person making the referral believes that the child is a

child with a disability. The School District of Manawa documents and dates the receipt of each referral.

At least annually, the School District of Manawa informs parents and persons required by law to make referrals about the School District of Manawa's referral and evaluation procedures.

The School District of Manawa provides information and inservice opportunities for its licensed staff to familiarize them with the School District of Manawa's referral procedures.

Wis. Stat. § 115.777

## **IEP Team**

The School District of Manawa establishes an IEP team for each child referred to the School District of Manawa.

**PARTICIPANTS.** The IEP team for each child consists of all of the following:

- the parents of the child;
- at least one regular education teacher of the child if the child is, or may be, participating in a regular education environment;
- at least one special education teacher who has recent training or experience related to the child's known or suspected area of special education needs or, where appropriate, at least one special education provider of the child;
- a representative of the School District of Manawa:
  - who is qualified to provide or supervise the provision of special education,
  - who is knowledgeable about the general education curriculum, and
  - who is knowledgeable about and authorized to commit the available resources of the School District of Manawa (who may be another member of the IEP team if the criteria are met);
- an individual who can interpret the instructional implications of evaluation results, who may otherwise be a team member;
- an appropriate therapist if the child is suspected to need occupational therapy or physical therapy or both.

Wis. Admin. Code § PI 11.24

- a department-licensed speech or language pathologist when documenting a speech or language impairment and the need for speech or language services.

Wis. Admin. Code § PI 11.36(5)(e)

- at the discretion of the parent or School District of Manawa, other individuals who have knowledge or special expertise about the child, including related services personnel as appropriate. The determination of the individual's knowledge or special expertise is made by the party (parents or public local educational agency) who invited the individual to be a member of the IEP team;
- whenever appropriate, the child;
- at least one person designated by the school board of the child's school district of residence who has knowledge or special expertise about the child when the student is attending a public school in a nonresident school district under Full-Time Open Enrollment Law, or a tuition waiver under Wis. Stat. § 121.84(1)(a) or (4),

In addition to the above members, the School District of Manawa invites the following:

- To the extent appropriate, a representative of any participating agency that is likely to be responsible for providing or paying for transition services, if the parents or the child who has reached the age of majority provides consent; and
- The student, when the purpose of the meeting will be consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals. If the student does not attend the IEP Team meeting, the School District of Manawa takes other steps to ensure consideration of the student's preferences and interests.
- If requested by the parent, at the initial IEP Team meeting for a child previously served under Part C, the Part C service coordinator or other representatives of the Part C System will be invited.

34 CFR § 300.321; Wis. Stat. § 115.78; PI 11.24(2)

### **IEP TEAM ATTENDANCE**

An IEP Team member is not required to attend an IEP Team meeting, in whole, or in part, if the parent of a child with a disability and the School District of Manawa agree, in writing, the attendance is not necessary because the member's area of curriculum or related services is not being modified or discussed.

An IEP Team member may be excused from attending an IEP Team 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 the School District of Manawa consent to the excusal, and the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior the meeting.

34 CFR § 300.321(e); Wis. Stat. § 115.78(5)

**PARENT PARTICIPATION IN IEP TEAM MEETINGS.** The School District of Manawa takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate, including:

- notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
- scheduling the meeting at a mutually agreed on time and place.

The notice required in this policy:

- indicates the purpose, time, and location of the meeting and who will be in attendance; informs the parents of the provisions in these policies relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child; and
- informs the parents that they can request the Part C coordinator or other representatives of the Part C system be at the initial IEP Team meeting for a child previously served under Part C of IDEA.

Beginning no later than in the first IEP that will be in effect when the child is 14, the notice also:

- indicates that a purpose of the meeting is the consideration of the postsecondary goals and transition services for the child;
- indicates that the School District of Manawa will invite the student; and
- identifies any other agency that will be invited to send a representative.

If neither parent can attend, the School District of Manawa uses other methods to ensure parent participation, including individual or conference calls.

The School District of Manawa may conduct meetings without a parent in attendance if the School District of Manawa is unable to convince the parents that they should attend. In this case the School District of Manawa has a record of its attempts to arrange a mutually agreed on time and place, such as:

- detailed records of telephone calls made or attempted and the results of those calls;
- copies of correspondence sent to the parents and any responses received; and
- detailed records of visits made to the parent's home or place of employment and the results of those visits.

The School District of Manawa takes whatever action is necessary to ensure that the parent understands the proceedings at the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

Subject to the timeline requirements contained in this policy, if the parents of the child or the School District of Manawa staff determine at any meeting during the process of the evaluation, development of the IEP or placement of the child that additional time is needed to permit meaningful parental participation, the School District of Manawa provides it. Upon request, the School District of Manawa provides a copy of the most recent evaluation report to the child's parents at any meeting of the IEP team.

The School District of Manawa gives the parent a copy of the child's IEP at no cost to the parent.

34 CFR § 300.322; Wis. Stat. §§ 115.787(2)(g) and 115.78(3)(d)

**IEP TEAM DUTIES.** The IEP team does all of the following:

- evaluates the child to determine the child's eligibility or continued eligibility for special education and related services, and the educational needs of the child;
- develops an IEP for the child; and
- determines the special education placement for the child.

34 CFR § 300.324(a); Wis. Stat. § 115.78

**TIMELINE.** Within 15 business days of receiving a referral, the School District of Manawa sends to the child's parents a request for consent to evaluate the child except that if the School District of Manawa determines that no additional data are necessary, the School District of Manawa notifies the child's parent of that determination within 15 business days of receiving the referral. The School District of Manawa determines if a child is a child with a disability within 60 days after receiving parental consent for the evaluation or provides notice that no additional data are needed. The 60-day period does not apply:

- if the child transfers into the School District of Manawa before the previous local educational agency has made an eligibility determination, sufficient progress is being made to ensure a prompt completion of the evaluation, and the child's parents agree to a specific time when the evaluation will be completed;
- if the child's parent repeatedly fails or refuses to produce the child for the evaluation; or
- if a child is being evaluated for a specific learning disability and the timeline is extended by mutual written agreement of the child's parents and IEP team.

The School District of Manawa conducts a meeting to develop an IEP and determine placement within 30 days of a determination that a child is a child with a disability.

If the parents of the child or School District of Manawa staff determine at any meeting during the process of evaluation, development of the IEP, or determination of placement,



that additional time is needed to permit meaningful parent participation, the School District of Manawa provides it.

34 CFR §§ 300.301, 300.323, 300.309(c); Wis. Stat. §§ 115.777(3)(e), 115.78

## Evaluation

**GENERAL.** As part of an initial evaluation of a child and as part of any reevaluation of a child, the IEP team and other qualified professionals, as determined by the School District of Manawa:

- reviews existing evaluation data on the child, including evaluations and information provided by the child's parents, previous interventions and the effects of those interventions, current classroom-based, local, or state assessments, classroom-based observations, and observations by teachers and related services providers; and
- on the basis of that review and information provided by the child's parents, identifies the additional data, if any, that are needed, to determine:
  - whether the child has a particular category of disability and the educational needs of the child or, in case of a reevaluation of a child, whether the child continues to have such a disability and the educational needs of the child;
  - the present levels of academic achievement and related developmental needs of the child;
  - whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
  - whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable, annual goals specified in the child's IEP and to participate, as appropriate, in the general education curriculum.
- The School District of Manawa administers such assessment and other evaluations as may be needed to produce the additional data.
- The review of existing evaluation data on the child may occur without conducting a meeting.

34 CFR § 300.305; Wis. Stat. § 115.782(2)(b)

The School District of Manawa does not require parental consent before reviewing existing data as part of an evaluation or reevaluation or administering a test or other

evaluation that is administered to all children unless, before administration of that test or evaluation, the School District of Manawa requires consent for all children.

34 CFR § 300.300(d)(1)

Screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services.

34 CFR § 300.302

The School District of Manawa provides the parents of the child with proper written notice, of any evaluation procedures the agency proposes to conduct, and the names of the individuals who will conduct the evaluation, if known.

34 CFR § 300.304(a); Wis. Stat. § 115.782(1)(a)

### **INITIAL EVALUATIONS**

The School District of Manawa obtains informed consent from the child's parent before administering assessments or other evaluation materials to the child. Parental consent for the evaluation does not constitute consent for placement for receipt of special education and related services.

34 CFR § 300.300(a); Wis. Stat. § 115.782(1)(b)

If the child is a ward of the state and is not residing with the child's parent, the School District of Manawa is not required to obtain informed consent from the parent for an initial evaluation if: the School District of Manawa cannot, after reasonable efforts, locate the parent of the child; the rights of the parents of the child have been terminated in accordance with state law; or, the rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

34 CFR § 300.300(a)(2)

If the parent of a child enrolled in public school or seeking to be enrolled in public school does not provide consent for an initial evaluation or fails to respond to a request to provide consent, the School District of Manawa may, but is not required to, pursue the initial evaluation by utilizing mediation or due process.

34 CFR § 300.300(a)(3)

If a parent of a child who is home schooled or parentally placed in a private school does not provide consent, or the parent fails to respond to a request to provide consent, the

School District of Manawa cannot use mediation or due process and is not required to consider the child as eligible for services.

34 CFR § 300.300(d)(4)

The School District of Manawa does not use a parent's refusal to consent to activities relating to conducting an initial evaluation to deny the parent or child any other service, benefit, or activity of the School District of Manawa.

34 CFR § 300.300(d)(3)

**IEP TEAM DETERMINATION OF ELIGIBILITY OR CONTINUING ELIGIBILITY (INITIAL AND REEVALUATION).** Following a review of existing data and administration of assessments and other evaluation materials (if any), the IEP team determines whether the child is or continues to be a child with a disability. For a child who does not otherwise meet the eligibility criteria under state law, the IEP team does not determine that the child is a child with a disability solely because the child has received inappropriate instruction in reading or math or because the child has limited proficiency in English. In interpreting evaluation data for the purpose of determining if a child is a child with a disability, and the educational needs of the child, the School District of Manawa draws upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The School District of Manawa ensures that information obtained from all of these sources is documented and carefully considered.

34 CFR § 300.306

**REEVALUATION.** In conducting reevaluations, the IEP team:

- evaluates a child with a disability in accordance with the law before determining that the child is no longer a child with a disability, and
- reevaluates a child with a disability in accordance with the law if the School District of Manawa determines that the educational or related services needs of the child, including the child's academic and functional performance, warrant a reevaluation or if the child's parent or teacher requests a reevaluation. The IEP team shall reevaluate a child no more than once a year unless the child's parents and the School District of Manawa agree otherwise, and at least once every 3 years unless the child's parent and School District of Manawa agree that a reevaluation is unnecessary.

34 CFR §§ 300.303, 300.305(e)(1); Wis. Stat. § 115.782(4)

An evaluation is not required before the termination of a child's eligibility for special education and related services because he or she graduated from secondary school with a regular diploma or because he or she reached the age of 21. Under these

circumstances, the School District of Manawa provides the child with a summary of the child's academic achievement and functional performance, including recommendations on how to assist the child in meeting his or her postsecondary goals.

34 CFR § 300.305(e)(2) and (3); Wis. Stat. § 115.782(4)

In conducting a reevaluation, the School District of Manawa obtains informed consent from the child's parent before administering new assessments and other evaluation materials. The School District of Manawa proceeds without consent only if the School District of Manawa has taken reasonable measures to obtain the consent and the child's parents have failed to respond. Reasonable measures are the measures required for conducting an IEP meeting without a parent in attendance. If the parent of a child enrolled in public school or seeking to be enrolled in public school refuses to provide consent, the School District of Manawa is not required to pursue the reevaluation, but may pursue the reevaluation by utilizing mediation or due process.

If a parent of a child who is home schooled or parentally placed in a private school refuses or fails to respond to a request for consent for a reevaluation, the School District of Manawa cannot use mediation or due process, and is not required to consider the child as eligible for services.

34 CFR § 300.300(c) and (d); Wis. Stat. § 115.782(4)(b)

If the IEP team and other qualified professionals, as appropriate, finds no additional information is needed to determine whether a child continues to be a child with a disability, and to determine the child's educational needs, the School District of Manawa notifies the child's parents of that finding and the reasons for it, and that the parent has a right to request an assessment to determine whether the child continues to have a disability, and to determine the child's educational needs. The School District of Manawa conducts such an assessment if the parent requests it.

34 CFR § 300.305(d); Wis. Stat. § 115.782(4)(c)

**EVALUATION REPORT.** When the IEP team determines a child's eligibility, the team prepares an evaluation report that includes documentation of the determination of eligibility. The School District of Manawa gives a copy of the evaluation report and the documentation of determination of eligibility at no cost to the child's parents.

34 CFR § 300.306(a); Wis. Stat. § 115.782(3)(b)

**EVALUATION SAFEGUARDS.** When the School District of Manawa evaluates a child with a disability, the IEP team:

- does not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child;

- uses a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information, including information provided by the child's parent, that may assist in determining whether the child is a child with a disability and the content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum or, for preschool children, to participate in appropriate activities;
- uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and
- ensures all of the following:
  - assessments and other evaluation materials used to assess a child are selected and administered so as not to be racially or culturally discriminatory and are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do, academically, developmentally, and functionally, unless it is clearly not feasible to do so;
  - any assessments given to the child have been validated for the specific purpose for which they are used, are administered by trained and knowledgeable personnel and are administered in accordance with any instructions provided by the producer of such assessments or evaluation materials;
  - the child is assessed in all areas of suspected disability; including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; and
  - assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are used.

34 CFR § 300.304; Wis. Stat. §§ 115.782(2) and 3(b),

- The evaluation report includes documentation of determination of eligibility for special education. A copy of the evaluation report, including the documentation of eligibility is given to the child's parents.

In evaluating each child with a disability, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs whether or not commonly linked to the disability category in which the child has been classified.

34 CFR § 300.304 (c)(6)-(7)

The School District of Manawa ensures assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those designed to provide a single general intelligence quotient.

34 CFR § 300.304(c)(2)

The School District of Manawa ensures assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the skills the test purports to measure).

34 CFR § 300.304(c)(3)

**ADDITIONAL REQUIREMENTS FOR SPECIFIC LEARNING DISABILITIES.**

When a school begins to use data from a multi-level system of support to consider if the student meets the Insufficient Progress criterion, the IEP team shall include the following additional members:

- at least one licensed person who is qualified to assess data on individual rate of progress using a psychometrically valid and reliable methodology;
- at least one licensed person who has implemented scientific, research-based or evidence-based, intensive interventions with the referred pupil
- at least one licensed person who is qualified to conduct individual diagnostic evaluations of children; and
- if the child does not have a licensed general education teacher, a general education classroom teacher licensed to teach a child of the same age, or for a child of less than school age, an individual qualified by the Department of Public Instruction to teach a child of his or her age.

PI 11.36(6)

For a child suspected of having a specific learning disability, the documentation of the determination of eligibility shall include:

- whether the child has a specific learning disability;
- the basis for making that determination, including an assurance that the eligibility determination was based on a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child's physical condition, social or cultural background, and adaptive behavior; and that the information obtained from all of these sources is documented and carefully considered;

- the relevant behavior, if any, noted during observation of the child and the relationship of that behavior to the child's academic functioning in the area of potential specific learning disability;
- documentation that the intensive intervention was applied in a manner highly consistent with its design, was closely aligned to pupil need, and was culturally appropriate;
- the educationally relevant medical findings, if any;
- whether the child does not achieve adequately for the child's age or to meet state approved grade-level standards and the child does not make sufficient progress to meet age or State-approved grade-level standards; or until November 30, 2013, the child exhibits a significant discrepancy between the child's academic achievement in any of the eight areas of potential specific learning disabilities and intellectual ability.
- the determination of the team concerning the effects of a visual, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child's achievement level; and
- if the child has participated in a process that assesses the child's response to scientific, research-based intervention, documentation that the child's parents were notified about the following:
  - the progress monitoring data collected;
  - strategies for increasing the child's rate of learning including the intensive interventions used, and
  - the parents' right to request an evaluation.

Each IEP team member certifies in writing whether the report reflects his or her conclusion. If the evaluation report does not reflect the IEP team member's conclusions, the member submits a separate statement presenting his or her conclusions.

PI 11.36(6)

## Determination of Eligibility

An evaluation conducted by an IEP team under Wis. Stat. § 115.782, shall focus on the consideration of information and activities that assist the IEP team in determining the educational needs of the child. Specifically, the IEP team shall meet the evaluation criteria specified under Wis. Stat. § 115.782(2)(a), when conducting tests and using other evaluation materials in determining a child's disability.

Wis. Admin. Code § PI 11.35(1)

A child shall be identified as having a disability if the IEP team has determined from an evaluation conducted under Wis. Stat. § 115.782, that the child has an impairment under Wis. Admin. Code § PI 11.36 that adversely affects the child's educational performance, and the child, as a result thereof, needs special education and related services. As part of an evaluation or reevaluation under Wis. Stat. § 115.782, conducted by the IEP team in determining whether a child is or continues to be a child with a disability, the IEP team shall identify all of the following:

- The child's needs that cannot be met through the regular education program as structured at the time the evaluation was conducted.
- Modifications, if any, that can be made in the regular education program, such as adaptation of content, methodology or delivery of instruction to meet the child's needs identified by the IEP team that will allow the child to access the general education curriculum and meet the educational standards that apply to all children.
- Additions or modifications, if any, the child needs which are not provided through the general education curriculum, including replacement content, expanded core curriculum and other supports.

Wis. Admin. Code § PI 11.35

A child will not be determined to be a child with a disability if:

- The determinant factor for that determination is
  - Lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368(3); or
  - Lack of appropriate instruction in math; or
  - Limited English proficiency; and,
- The child does not otherwise meet the eligibility criteria.

34 CFR § 300.306(b); Wis. Stat. § 115.782(3)(a)



## Areas of Impairment

All provisions in these policies shall be construed consistent with 20 USC 1400 et. Seq. and the regulations promulgated thereunder.

Wis. Admin. Code § PI 11.36

### **AUTISM.** Wis. Admin. Code § PI 11.36(8)

Autism means a developmental disability significantly affecting a child's social interaction and verbal and nonverbal communication, generally evident before age 3 that adversely affects learning and educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a child's educational performance is adversely affected primarily because the child has an emotional behavioral disability as defined in Wis. Admin. Code § PI 11.36(7).

The results of standardized or norm-referenced instruments used to evaluate and identify a child under this paragraph may not be reliable or valid. Therefore, alternative means of evaluation, such as criterion-referenced assessments, achievement assessments, observation and work samples shall be considered to identify a child under this paragraph. Augmentative communication strategies, such as facilitated communication, picture boards or signing shall be considered when evaluating a child under this paragraph. To identify a child as a child with autism, the criteria under 1. and 2. and one or more criteria under 3. through 6. shall be met.

1. The child displays difficulties or differences or both in interacting with people and events. The child may be unable to establish and maintain reciprocal relationships with people. The child may seek consistency in environmental events to the point of exhibiting rigidity in routines.
2. The child displays problems which extend beyond speech and language to other aspects of social communication, both receptively and expressively. The child's verbal language may be absent or, if present, lacks the usual communicative form which may involve deviance or delay or both. The child may have a speech or language disorder or both in addition to communication difficulties associated with autism.
3. The child exhibits delays, arrests, or regressions in motor, sensory, social or learning skills. The child may exhibit precocious or advanced skill development, while other skills may develop at normal or extremely depressed rates. The child may not follow normal developmental patterns in the acquisition of skills.
4. The child exhibits abnormalities in the thinking process and in generalizing. The child exhibits strengths in concrete thinking while difficulties are demonstrated in

abstract thinking, awareness and judgment. Perseverant thinking and impaired ability to process symbolic information may be present.

5. The child exhibits unusual, inconsistent, repetitive or unconventional responses to sounds, sights, smells, tastes, touch or movement. The child may have a visual or hearing impairment or both in addition to sensory processing difficulties associated with autism.
6. The child displays marked distress over changes, insistence on following routines and a persistent preoccupation with or attachment to objects. The child's capacity to use objects in an age-appropriate or functional manner may be absent, arrested or delayed. The child may have difficulty displaying a range of interests or imaginative activities or both. The child may exhibit stereotyped body movements.

**INTELLECTUAL DISABILITY.** Wis. Admin. Code § PI 11.36(1)

Intellectual disability means significant limitations both in intellectual functioning and in adaptive behavior as expressed in conceptual, social, and practical adaptive skills and manifested during the developmental period that adversely affects the child's educational performance. The IEP team may identify a child as having an intellectual disability if the child meets the following criteria:

1. The child has a standard score of 2 or more standard deviations below the mean on an individually administered intelligence test which takes into account the child's mode of communication and is developed to assess intellectual functioning using this mode. More than one intelligence test may be used to produce a comprehensive result.
2. The child has significant limitations in adaptive behavior that are demonstrated by a standards score of 2 or more standard deviations below the mean on standardized or nationally-normed measures, as measured by comprehensive, individual assessments that include interviews of the parents, tests, and observations of the child in adaptive behavior which are relevant to the child's age, including at least one of the following:
  - a. Conceptual skills;
  - b. Social adaptive skills;
  - c. Practical adaptive skills; or
  - d. An overall composite score on a standardized measure of conceptual, social, and practical skills.
- 3.a. The child is age 3 through 5 and has a standard score of 2 or more standard deviations below the mean on standardized or nationally-normed measures, as measured by comprehensive, individual assessments, in the following areas: language development and communication, cognition, and general knowledge.

- b. The child is age 6 through 21 and has a standard score of 2 or more standard deviations below the mean on standardized or nationally-normed measures, as measured by comprehensive, individual assessments, in general information and at least 2 of the following areas: written language, reading, and mathematics.

When it is determined that reliable and valid assessment results are not possible due to the child's functioning level or age, a standardized developmental scale or a body of evidence including informal measures shall be used to assess the child.

Upon re-evaluation, a child who met identification criteria for cognitive disability prior to September 1, 2015, and continues to demonstrate a need for special education under s. PI 11.35 (2), including specially designed instruction, is a child with a disability under this section.

***NOTE: Intellectual disabilities typically manifest before age 18. An etiology should be determined when possible, so the IEP team can use this information for program planning.***

**EMOTIONAL BEHAVIORAL DISABILITY.** Wis. Admin. Code § PI 11.36(7)

Emotional behavioral disability, pursuant to Wis. Stat. § 115.76(5)(a)5, means social, emotional or behavioral functioning that so departs from the generally accepted, age appropriate ethnic or cultural norms that it adversely affects a child's academic progress, social relationships, personal adjustment, classroom adjustment, self-care or vocational skills. The IEP team may identify a child as having an emotional behavioral disability if the child meets the preceding definition and meets all of the following:

- The child demonstrates severe, chronic and frequent behavior that is not the result of situational anxiety, stress or conflict.
- The child's behavior described under par.(a) occurs in school and in at least one other setting.
- The child displays any of the following:
  - Inability to develop or maintain satisfactory interpersonal relationships.
  - Inappropriate affective or behavioral response to a normal situation.
  - Pervasive unhappiness, depression, or anxiety.
  - Physical symptoms, pains or fears associated with personal or school problems.
  - Inability to learn that cannot be explained by intellectual, sensory, or health factors.
  - Extreme withdrawal from social interactions.
  - Extreme aggressiveness for long period of time.
  - Other inappropriate behaviors that are so different from children of similar age, ability, educational experiences and opportunities that the child or other children in a regular or special education program are negatively affected.

The IEP team shall rely on a variety of sources of information, including systematic observations of the child in a variety of educational settings and shall have reviewed prior, documented interventions. If the IEP team knows the cause of the disability under this paragraph, the cause may be, but is not required to be, included in the IEP team's written evaluation summary.

The IEP team may not identify or refuse to identify a child as a child with an emotional behavioral disability solely on the basis that the child has another disability, or is socially maladjusted, adjudged delinquent, a dropout, chemically dependent, or a child whose behavior is primarily due to cultural deprivation, familial instability, suspected child abuse or socio-economic circumstances, or when medical or psychiatric diagnostic statements have been used to describe the child's behavior.

**HEARING IMPAIRMENT.** Wis. Admin. Code § PI 11.36(4)

Hearing impairment, including deafness, means a significant impairment in hearing, with or without amplification, whether permanent or chronically fluctuating, that significantly adversely affects a child's educational performance including academic performance, speech perception and production, or language and communication skills. A current evaluation by an audiologist licensed under Wis. Stat. ch. 459 shall be one of the components for an initial evaluation of a child with a suspected hearing impairment.

**SPECIFIC LEARNING DISABILITY.** Wis. Admin. Code § PI 11.36(6)

Specific learning disability, means a disorder in one or more of the basic psychological processes involved in understanding or using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell or perform mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia. The term does not include learning problems that are primarily the result of visual, hearing, motor disabilities, intellectual disabilities, emotional disturbance, cultural factors, environmental, or economic disadvantage.

The IEP team may identify a child as having a specific learning disability if both of the following apply:

**1. Inadequate Classroom Achievement**

Upon initial identification, the child does not achieve adequately for his or her age, or meet state-approved grade-level standards in one or more of the following eight areas of potential specific learning disabilities when provided with learning experiences and instruction appropriate for the child's age: oral expression, listening comprehension, written expression, basic reading skill, reading fluency skills, reading comprehension, mathematics calculation, and mathematics problem solving.

A child's achievement is inadequate when the child's score, after intensive intervention, on one or more assessments of achievement is equal to or more than 1.25 standard deviations below the mean in one or more of the eight areas of potential specific learning disabilities. Assessments shall be individually

administered, norm-referenced, valid, reliable, and diagnostic of impairment in the area of potential specific learning disabilities.

The 1.25 standard deviation requirement may not be used if the IEP team determines that the child cannot attain valid and reliable standard scores for academic achievement because of the child's test behavior, the child's language proficiency, an impairment of the child that interferes with the attainment of valid and reliable scores, or the absence of individually administered, norm-referenced, standardized, valid, and reliable diagnostic assessments of achievement appropriate for the child's age. If the IEP team makes such a determination, it shall document the reasons why it was not appropriate to consider standardized achievement testing, and shall document that inadequate classroom achievement exists in at least one of the eight areas of potential specific learning disabilities using other empirical evidence.

The IEP team may consider scores within 1 standard error of the measurement of the 1.25 standard deviation criterion above to meet the inadequate classroom achievement criteria if the IEP team determines the child meets all other criteria.

- 2. Insufficient Progress.** Upon evaluation, the child has made insufficient progress in one of the following areas:
  - a. *Insufficient response to intensive, scientific, research-based or evidence-based intervention.* The child does not make sufficient progress to meet age or state-approved grade-level standards in one or more of the eight areas of potential specific learning disabilities when using a process based on the child's response to intensive, scientific, research-based or evidence-based interventions.

Intensive interventions may be implemented prior to referral, or as part of an evaluation, for specific learning disability. The IEP team shall consider progress monitoring data from at least two intensive, scientific, research-based or evidence-based interventions, implemented with adequate fidelity and closely aligned to individual student learning needs. The median score of three probes is required to establish a stable baseline data point for progress monitoring. IEP teams shall use weekly or more frequent progress monitoring to evaluate rate of progress during intensive, scientific, research-based or evidence-based interventions.

Rate of progress during intensive interventions is insufficient when any of the following areas are true: the rate of progress of the referred child is the same or less than that of his or her same-age peers; the referred child's rate of progress is greater than that of his or her same-age peers but will not result in the referred child reaching the average range of his or her same-age peers' achievement for that area of potential disability in a reasonable period of time; or the referred child's rate of progress is greater than that of his or her same-

age peers, but the intensity of the resources necessary to obtain this rate of progress cannot be maintained in general education.

If the LEA decides to use insufficient response to intensive, scientific, research-based or evidence-based intervention for any child being evaluated for specific learning disabilities enrolled in a school, the LEA shall use insufficient response to intensive, scientific, research-based or evidence-based interventions for all such evaluations of children enrolled in that school. At least ten days in advance of beginning to use insufficient response to intensive, scientific, research-based or evidence-based intervention in a school, the LEA will notify parents of all children enrolled in that school of the intent to use insufficient response to intensive, scientific, research-based or evidence-based intervention.

- b. *Significant discrepancy or insufficient progress in achievement as compared to measured ability.* LEAs are permitted to use this option until November 30, 2013.

Upon initial evaluation, the child exhibits a significant discrepancy between the child's academic achievement in any of the eight areas of potential specific learning disabilities and intellectual ability as documented by the child's composite score on a multiple score instrument or the child's score on a single score instrument.

The IEP team may base a determination of significant discrepancy only upon the results of individually administered, norm-referenced, valid, and reliable diagnostic assessment of achievement. A significant discrepancy means a difference between standard scores for ability and achievement equal to or greater than 1.75 standard errors of the estimate below expected achievement, using a standard regression procedure that accounts for the correlation between ability and achievement measures.

This regression procedure shall be used except when the IEP team determines that the child cannot attain valid and reliable standard scores for intellectual ability or achievement because of the child's test behavior, the child's language, another impairment of the child that interferes with the attainment of valid and reliable scores, or the absence of valid and reliable standardized, diagnostic tests appropriate for the child's age. If the IEP team makes such a determination, it shall document the reasons why it was not appropriate to use the regression procedure and shall document that a significant discrepancy exists, including documentation of a variable pattern of achievement or ability, in at least one of the eight areas of potential specific learning disabilities using other empirical evidence.

If the discrepancy between the child's ability and achievement approaches but does not reach the 1.75 standard error of the estimate cut-off for this

subdivision paragraph, the child's performance in any of the eight areas of potential specific learning disabilities is variable, and the IEP team determines that the child meets all other criteria, the IEP team may consider that a significant discrepancy exists.

The IEP team may not identify a child as having a specific learning disability if the team's findings of inadequate classroom achievement or insufficient progress are primarily due to one of the following exclusionary factors:

- environmental, economic disadvantage or cultural factors;
- lack of appropriate instruction in reading, including in the essential components of reading instruction;
- lack of instruction in math;
- limited proficiency in English;
- any of the other impairments; and
- lack of appropriate instruction in the area(s) of potential specific learning disability under consideration.

The child must be systematically observed in the child's learning environment, including the general classroom setting when possible, to document the child's academic performance and behavior in any of the eight areas of potential specific learning disabilities.

The systematic observation of routine classroom instruction and monitoring of the child's performance in at least one of the eight areas of potential specific learning disabilities may be conducted before the child was referred for evaluation, or the systematic observation of the child's academic performance in at least one of the eight areas of potential specific learning disabilities shall be conducted after the child has been referred for an evaluation and parental consent is obtained. If the child is less than school age or out of school, at least one member of the IEP team will conduct a systematic observation of the child in an environment appropriate for a child of that age.

If the child has participated in a process that assesses the child's response to intensive, scientific, research-based or evidence-based interventions, the IEP team will use information from a systematic observation of pupil behavior and performance in the area or areas of potential specific learning disability during intensive intervention for that area, conducted by an individual who is not responsible for implementing the interventions with the referred pupil.

In addition to all other determinations, the IEP team shall base its decision of whether a child has a specific learning disability on a comprehensive evaluation using formal and informal assessment data regarding academic achievement and learning behavior from sources such as standardized tests, error analysis, criterion referenced measures, curriculum-based assessments, pupil work samples, interviews, systematic observations, analysis of the child's response to previous interventions, and analysis of classroom expectations and curriculum.

Upon reevaluation, a child who met initial identification criteria and continues to demonstrate a need for special education, including specially designed instruction, is a child with a disability under this section, unless the exclusionary factors now apply. If a child with a specific learning disability performs to generally accepted expectations in the general education classroom without specially designed instruction, the IEP team shall determine whether the child is no longer a child with a disability.

**ORTHOPEDIC IMPAIRMENT.** Wis. Admin. Code § PI 11.36(2)

Orthopedic impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes but is not limited to impairments caused by congenital anomaly such as clubfoot or absence of some member; impairments caused by disease such as poliomyelitis or bone tuberculosis; and impairments from other causes such as cerebral palsy, amputations, and fractures or burns that cause contractures.

**OTHER HEALTH IMPAIRMENT.** 34 CFR § 300.8; Wis. Admin. Code § PI 11.36(10)

Other health impairment means having limited strength, vitality or alertness due to chronic or acute health problems. The term includes but is not limited to a heart condition, tuberculosis, rheumatic fever, nephritis, asthma, attention deficit disorder or attention deficit hyperactivity disorder, sickle cell anemia, Tourette syndrome, hemophilia, epilepsy, lead poisoning, leukemia, diabetes or acquired injuries to the brain caused by internal occurrences or degenerative conditions, which adversely affects a child's educational performance.

**SIGNIFICANT DEVELOPMENTAL DELAY.** Wis. Admin. Code § PI 11.36(11)

Significant developmental delay means children, age 3 through 9 years of age, who are experiencing significant delays in the areas of physical, cognition, communication, social-emotional or adaptive development.

All other suspected impairments are considered before identifying a child's primary impairment as significant developmental delay.

A child may be identified as having significant developmental delay when delays in development significantly challenge the child in two or more of the following five major life activities:

- Physical activity in gross motor skills such as the ability to move around and interact with the environment with appropriate coordination, balance and strength; or fine motor skills, such as manually controlling and manipulating objects such as toys, drawing utensils and other useful objects in the environment.
- Intellectual activity such as the ability to acquire, use and retrieve information as demonstrated by the level of imitation, discrimination, representation, classification, sequencing and problem-solving skills often observed in a child's play.



- Communication activity in expressive language such as the production of age-appropriate content, form and use of language; or receptive language, such as listening, receiving and understanding language.
- Emotional activity such as the ability to feel and express emotions and develop a positive sense of oneself; or social activity, such as interacting with people, developing friendships with peers and sustaining bonds with family members and other significant adults.
- Adaptive activity, such as caring for his or her own needs and acquiring independence in age-appropriate eating, toileting, dressing and hygiene tasks.

Documentation of significant developmental delays and their detrimental effect upon the child's daily life shall be based upon qualitative and quantitative measures including all of the following:

- A developmental and basic health history including results from vision and hearing screenings and other pertinent information from parents and, if applicable, other caregivers or service providers.
- Observation of the child in his or her daily living environment such as the child's home with a parent or caregiver or an early education or care setting which includes peers who are typically developing. If observation in these settings is not possible, observation in an alternative setting is permitted.
- Results from norm-referenced instruments are used to document significant delays of at least one and one-half standard deviations below the mean in two or more of the developmental areas which correspond to the major life activities. If it is clearly not appropriate to use norm-referenced instruments, other instruments such as criterion-referenced measures are used to document the significant delays.

**SPEECH AND LANGUAGE IMPAIRMENT.** Wis. Admin. Code § PI 11.36(5)

Speech or language impairment means an impairment of speech or sound production, voice, fluency, or language that significantly affects educational performance or social, emotional or vocational development. The IEP team may identify a child as having a speech or language impairment if the child meets the preceding definition and meets any of the following criteria:

- The child's conversational intelligibility is significantly affected and the child displays at least one of the following:
  - The child performs on a norm referenced test of articulation or phonology at least 1.75 standard deviations below the mean for his or her chronological age.
  - Demonstrates consistent errors in speech sound production beyond the time when 90% of typically developing children have acquired the sound.

- One or more of the child's phonological patterns of sound are at least 40% disordered or the child scores in the moderate to profound range of phonological process use in formal testing and the child's conversational intelligibility is significantly affected.
- The child's voice is impaired in the absence of an acute, respiratory virus or infection and not due to temporary physical factors such as allergies, short term vocal abuse or puberty. The child exhibits atypical loudness, pitch, quality or resonance for his or her age and gender.
- The child exhibits behaviors characteristic of a fluency disorder.
- The child's oral communication or, for a child who cannot communicate orally, his or her primary mode of communication, is inadequate, as documented by all of the following:
  - Performance on norm referenced measures that is at least 1.75 standard deviations below the mean for chronological age.
  - Performance in activities is impaired as documented by informal assessment such as language sampling, observations in structured and unstructured settings, interviews, or checklists.
  - The child's receptive or expressive language interferes with oral communication or his or her primary mode of communication. When technically adequate norm referenced language measures are not appropriate as determined by the IEP team to provide evidence of a deficit of 1.75 standard deviations below the mean in the area of oral communication, then two measurement procedures shall be used to document a significant difference from what would be expected given consideration to chronological age, developmental level, and method of communication such as oral, manual, and augmentative. These procedures may include additional language samples, criterion referenced instruments, observations in natural environments and parent reports.

The IEP team may not identify a child who exhibits any of the following as having a speech or language impairment:

- Mild, transitory or developmentally appropriate speech or language difficulties that children experience at various times and to various degrees.
- Speech or language performance that is consistent with developmental levels as documented by formal and informal assessment data unless the child requires speech or language services in order to benefit from his or her educational programs in school, home, and community environments.
- Speech or language difficulties resulting from dialectical differences or from learning English as a second language, unless the child has a language impairment in his or her native language.

- Difficulties with auditory processing without a concomitant documented oral speech or language impairment.
- A tongue thrust which exists in the absence of a concomitant impairment in speech sound production.
- Elective or selective mutism or school phobia without a documented oral speech or language impairment.

The IEP team shall substantiate a speech or language impairment by considering all of the following:

- Formal measures using normative data or informal measures using criterion referenced data.
- Some form of speech or language measures such as developmental checklists, intelligibility ratio, language sample analysis, minimal core competency.
- Information about the child's oral communication in natural environments.
- Information about the child's augmentative or assistive communication needs.

An IEP team shall include a department-licensed speech or language pathologist and information from the most recent assessment to document a speech or language impairment and the need for speech or language services.

**TRAUMATIC BRAIN INJURY.** Wis. Admin. Code § PI 11.36(9)

Traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child's educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition; speech and language; memory; attention; reasoning; abstract thinking; communication; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; and executive functions, such as organizing, evaluating and carrying out goal-directed activities. The term does not apply to brain injuries that are congenital or degenerative or brain injuries induced by birth trauma.

Children whose educational performance is adversely affected as a result of acquired injuries to the brain caused by internal occurrences, such as vascular accidents, infections, anoxia, tumors, metabolic disorders and the effects of toxic substances or degenerative conditions may meet the criteria of one of the other impairments.

The results of standardized and norm-referenced instruments used to evaluate and identify a child as traumatic brain injured may not be reliable or valid. Therefore, alternative means of evaluation, such as criterion-referenced assessment, achievement assessment, observation, work samples, and neuropsychological assessment data are

considered to identify a child who exhibits total or partial functional disability or psychosocial impairment in one or more areas listed above. Before a child may be identified as traumatic brain injured, available medical information from a licensed physician is considered.

**VISUAL IMPAIRMENT.** Wis. Admin. Code § PI 11.36(3)

Visual impairment means even after correction a child's visual functioning significantly adversely affects his or her educational performance. The IEP team may identify a child as having a visual impairment after all of the following events occur:

- A certified teacher of the visually impaired conducts a functional vision evaluation which includes a review of medical information, formal and informal tests of visual functioning and the determination of the implications of the visual impairment on the educational and curricular needs of the child.
- An ophthalmologist or optometrist finds at least one of the following:
  - Central visual acuity of 20/70 or less in the better eye after conventional correction.
  - Reduced visual field to 50° or less in the better eye.
  - Other ocular pathologies that are permanent and irremediable.
  - Cortical visual impairment.
  - A degenerative condition that is likely to result in a significant loss of vision in the future.

An orientation and mobility specialist, or teacher of the visually impaired in conjunction with an orientation and mobility specialist, evaluates the child to determine if there are related mobility needs in home, school, or community environments.

## **Developing, Reviewing and Revising IEPs**

**IEP IN EFFECT.** At the beginning of each school year the School District of Manawa has in effect an IEP for each child with a disability within its jurisdiction. The School District of Manawa ensures that a meeting to develop an IEP and determine placement is conducted within 30 days of determination that the child is a child with a disability. The School District of Manawa ensures an IEP is in effect before special education and related services are provided to children with disabilities and is implemented as soon as possible following the meetings at which the IEP is developed. The School District of Manawa develops and implements an IEP for each child with a disability served by that agency including children placed in or referred to a private school or facility by the School District of Manawa.

The School District of Manawa ensures each child's IEP is accessible to each regular education teacher, special education teacher, related service provider and any other service provider who is responsible for its implementation. The School District of Manawa ensures each teacher and provider responsible for implementing a child's IEP is

informed of his or her specific responsibilities related to implementing the child's IEP and the specific accommodations, modifications and supports that must be provided for the child in accordance with the IEP. The School District of Manawa provides special education and related services to a child with a disability in accordance with the child's IEP and makes a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

34 CFR 300.323(a),(c)-(d); Wis. Stat. §§ 115.787(1), 115.78(3)(c)

## **IEP Development**

In developing each child's IEP, the IEP team considers the strengths of the child, the concerns of the child's parents for enhancing the education of their child, and the results of the initial or most recent evaluation of the child, and the academic, developmental, and functional needs of the child.

The IEP team considers the following special factors:

- the use of positive behavioral interventions and supports, and other strategies, to address that behavior in the case of a child whose behavior impedes the child's learning or that of others;
- the language needs of the child as such needs relate to the child's IEP in the case of a child with limited English proficiency;
- instruction in Braille and the use of Braille in the case of a child who is visually impaired unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media, including an evaluation of the child's future needs for instruction in Braille or the use of Braille, that instruction in Braille or the use of Braille is not appropriate for the child;
- the communication needs of the child and, in the case of a child who is hearing impaired, the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level and full range of needs including opportunities for direct instruction in the child's language and communication mode; and
- whether the child requires assistive technology devices and services.

If when considering these special factors, the IEP team determines a child needs a particular device or service in order to receive a free appropriate public education, the IEP team includes a statement to that effect in the IEP.

The child's regular education teacher, as a member on the IEP team, participates in the development of the IEP of the child to the extent appropriate. The teacher participates in the determination of appropriate positive behavioral interventions and supports and other strategies, supplementary aids and services, program modifications and supports for school personnel.

The School District of Manawa gives a copy of the IEP to the child's parents with the notice of placement.

34 CFR § 300.324(a); Wis. Stat. § 115.787(3)

## **IEP Review and Revision**

The IEP team reviews the child's IEP periodically, but at least once a year, to determine whether the annual goals for the child are being achieved and revises the IEP as appropriate to address:

- any lack of expected progress toward the annual goals and in the general education curriculum;
- the results of any reevaluation;
- information about the child provided to or by the parents;
- the child's anticipated needs; or
- other matters.

In conducting a review of the child's IEP, the IEP team considers the special factors listed above under the development of the IEP section.

To the extent appropriate, the regular education teacher of the child, as a member on the IEP team, participates in the review and revision of the IEP of the child.

If a participating agency, other than the School District of Manawa, fails to provide transition services described in the IEP, the School District of Manawa reconvenes the IEP team to identify alternative strategies to meet the transition objectives for the child set out in the IEP.

34 CFR § 300.324(b) and (c); Wis. Stat. § 115.787(4)

## **Amendments to the IEP**

In making changes to a child's IEP after the annual IEP team meeting for a school year, the parent of a child with a disability and the School District of Manawa may agree not to convene an IEP team meeting for the purposes of making those changes, and instead develop a written document to amend or modify the child's current IEP. If changes are made without a meeting, the School District of Manawa informs the child's IEP team of those changes.

Changes to the IEP may be made by either the entire IEP Team at an IEP team meeting or as described above by amending the IEP rather than redrafting the entire IEP. The School District of Manawa gives the child's parent a copy of the revised IEP with the amendments incorporated.

34 CFR § 300.324(a)(4)-(6); Wis. Stat. § 115.787(4)(c)

## **IEP Content**

The IEP for each child with a disability includes:

- a statement of the child's present levels of academic achievement and functional performance including how the child's disability affects the child's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children) or, for a preschool child, as appropriate, how the disability affects the child's participation in appropriate activities;
- a statement of measurable annual goals for the child, including academic and functional goals, designed to meet the child's needs that result from the child's disability to enable the child to be involved in and progress in the general education curriculum and to meet each of the child's other educational needs that result from the child's disability;
- for children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
- a statement of the 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 or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided to enable the child to:
  - advance appropriately toward attaining the annual goals;
  - be involved in and make progress in the general education curriculum and to participate in extracurricular and other non academic activities; and
  - be educated and participate with other children with disabilities and nondisabled children in the activities described above;
- an explanation of the extent to which the child will not participate with nondisabled children in regular classes in the general education curriculum and in extracurricular and other nonacademic activities;
- a statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance on state or district-wide assessments;

- if the IEP team determines a child must take an alternate assessment instead of participating in a particular regular state-wide or district-wide assessment of student achievement, a statement indicating why the child cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the child;
- the projected date for the beginning of the services and modifications described in the IEP and the anticipated frequency, duration and location of those services and modifications;
- beginning not later than in the first IEP that will be in effect when the child is 14 and updated annually thereafter until the child is no longer eligible for special education and related services, a statement of appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and a description of the transition services, including courses of study, needed to assist the child in reaching those goals;
- a statement that the student has been informed of the parental rights that will transfer to the pupil under special education law on reaching the age of 18, beginning at least one year before the child attains the age of 18, and annually thereafter until the pupil is no longer eligible for special education and related services;
- a description of how the child's progress toward attaining the annual goals will be measured; and
- a description of when periodic reports, such as quarterly reports or other periodic reports issued concurrent with report cards, on the child's progress toward attaining the annual goals will be provided to the parents.

34 CFR § 300.320; Wis. Stat. § 115.787

## **Placement**

The School District of Manawa ensures an evaluation is conducted before special education and related services are provided to a child with a disability and an educational placement is provided to implement each child's IEP. The IEP team makes placement decisions. The placement is based upon and implements the child's IEP, is determined at least annually, and in uniformity with the least restrictive environment provisions described below.

34 CFR §§ 300.301(a), 300.116(b); Wis. Stat. §§ 115.78(2), 115.79(1)(a) and (b)

**LEAST RESTRICTIVE ENVIRONMENT.** The School District of Manawa ensures the following:



- Unless the IEP requires a different arrangement, the child is educated in the school he or she would attend if not disabled.
- The placement is provided as close as possible to the child's home.
- In selecting the least restrictive environment consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs.
- A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.
- To the maximum extent appropriate, a child with a disability, including a child receiving publicly funded special education in a public or private institution or other care facility, is educated with children who are not disabled.
- Special classes, separate schooling or any other removal of a child from the regular educational environment occurs only when the nature or severity of a child's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- The School District of Manawa ensures a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.
- The School District of Manawa ensures a continuum of alternative placements is available and will be used that includes instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions.
- The continuum makes provision for supplementary services (such as resource room or itinerant instruction) that are provided in conjunction with regular class placement.
- The School District of Manawa provides or arranges for nonacademic and extracurricular services and activities including meals and recess periods so each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of that child. The School District of Manawa ensures that each child with a disability has the supplementary aids and services determined by the child's IEP Team to be appropriate and necessary for the child to participate in nonacademic settings.

34 CFR § 300.114-117

**NOTICE OF PLACEMENT.** Following the development of the IEP, a notice of placement and a copy of the child's IEP is given to the child's parent(s).

34 CFR § 300.503(b)(4); Wis. Stat. §§ 115.787(3)(e)

**CONSENT FOR PLACEMENT.** The School District of Manawa obtains informed and written parental consent prior to the initial provision of special education and related services to a child with a disability in a program providing special education and related services.

The School District of Manawa makes reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the child. If the parent of a child fails to respond or refuses to consent to services, the School District of Manawa can not provide special education or related services and cannot use mediation or due process procedures in order to obtain agreement or a ruling that the services may be provided to the child.

If the parent of the child refuses to consent to the initial provision of special education and related services, or the parent fails to respond to a request to provide consent for the initial provision of special education and related services, the School District of Manawa will not be considered to be in violation of the requirement to make available FAPE to the child for the failure to provide the child with the special education and related services for which the School District of Manawa requests consent; and is not required to convene an IEP Team meeting or develop an IEP for the child for the special education and related services for which the School District of Manawa requests such consent.

34 CFR § 300.300(b); Wis. Stat. § 115.79(2)

### **Parent Revocation of Consent:**

If, at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the school district:

- Will stop providing special education and related services to the child, but before doing so, will provide prior written notice in accordance with 34 CFR § 300.503;
- Will not use special education dispute resolution procedures, including mediation and due process, in order to obtain agreement or a ruling that the services may be provided to the child;
- Is not considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
- Is not required to convene an IEP Team meeting or develop an IEP for the child for further provision of special education and related services;
- Is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services because of the revocation of consent.

34 CFR § 300.300

## **Related Services: Physical and Occupational Therapy**

If a child is suspected to need occupational therapy or physical therapy or both, the IEP team includes an appropriate therapist.

Wis. Admin. Code § PI 11.24(2)

**PHYSICAL THERAPISTS' LICENSURE AND SERVICE REQUIREMENTS.** The School District of Manawa ensures the following:

- Physical therapists are licensed by the Department of Public Instruction as school physical therapists.
- Caseloads for full-time physical therapists employed for a full day, 5 days a week, is a minimum of 15 children and a maximum of 30 children, or maximum of 45 children with one or more school physical therapist assistants. A caseload may be varied subject to DPI's approval. The caseload for a part-time school physical therapist may be pro-rated.
- The school physical therapist has medical information from a licensed physician regarding a child before the child receives physical therapy.
- The school physical therapist delegates to a school physical therapist assistant only those portions of a child's physical therapy which are consistent with the school physical therapist assistant's education, training and experience.
- The school physical therapist supervises the physical therapy provided by a school physical therapist assistant. The school physical therapist develops a written policy and procedure for written and oral communication to the physical therapist assistant. The policy and procedure includes a specific description of the supervisory activities undertaken for the school physical therapist assistant which includes either of the following levels of supervision:
  - the school physical therapist has daily, direct contact on the premises with the school physical therapist assistant; or
  - the school physical therapist has direct, face-to-face contact with the school physical therapist assistant at least once every 14 calendar days. Between direct contacts the physical therapist is available by telecommunication. The school physical therapist providing general supervision provides an onsite reevaluation of each child's physical therapy a minimum of one time per calendar month or every tenth day of physical therapy, whichever is sooner, and adjusts the physical therapy as appropriate.

- A full-time school physical therapist supervises no more than two full-time equivalent physical therapist assistant positions which may include no more than three physical therapist assistants.
- Acts undertaken by a school physical therapist assistant are considered acts of the supervising physical therapist who has delegated the act.
- A school physical therapist conducts all physical therapy evaluations and reevaluations of a child, participates in the development of the child's IEP, and develops physical therapy treatment plans for the child. A school physical therapist is not represented by a school physical therapist assistant on an IEP team.

Wis. Admin. Code § PI 11.24(7)

**SCHOOL PHYSICAL THERAPIST ASSISTANTS' QUALIFICATIONS AND SUPERVISION OF PHYSICAL THERAPY.** The School District of Manawa ensures the following:

- Physical therapist assistants are licensed by the Department of Public Instruction as school physical therapists.
- The school physical therapist assistant providing physical therapy to a child is supervised by a school physical therapist as specified in these policies.

Wis. Admin. Code § PI 11.24(8)

**OCCUPATIONAL THERAPISTS' LICENSURE AND SERVICE REQUIREMENTS.** The School District of Manawa ensures the following:

- Occupational therapists are licensed by the Department of Public Instruction as school occupational therapists.
- Caseloads for full-time school occupational therapists employed for a full day, 5 days a week, is a minimum of 15 children and a maximum of 30 children, or maximum of 45 children with one or more school occupational therapist assistants. A caseload may be varied subject to DPI's approval. The caseload for a part-time school physical therapist may be pro-rated.
- The school occupational therapist has medical information before a child is evaluated for occupational therapy.

Wis. Admin. Code § PI 11.24(9)

**DELEGATION AND SUPERVISION OF OCCUPATIONAL THERAPY.** The School District of Manawa ensures the following:

- The school occupational therapist may delegate to a school occupational therapy assistant only those portions of a child’s occupational therapy which are consistent with the school occupational therapy assistant’s education, training and experience.
- The school occupational therapist supervises the occupational therapy provided by a school occupational therapy assistant. The school occupational therapist develops a written policy and procedure for written and oral communication to the occupational therapist assistant. The policy and procedure includes a specific description of the supervisory activities undertaken for the school occupational therapist assistant which includes either of the following levels of supervision:
  - the school occupational therapist has daily, direct contact on the premises with the school occupational therapy assistant or
  - the school occupational therapist has direct, face-to-face contact with the school occupational therapy assistant at least once every 14 calendar days. Between direct contacts the occupational therapist is available by telecommunication. The school occupational therapist providing general supervision provides an onsite reevaluation of each child’s occupational therapy a minimum of every two weeks, and adjusts the occupational therapy as appropriate.
- A full-time school occupational therapist supervises no more than two full-time equivalent occupational therapy assistant positions which includes no more than three occupational therapy assistants;
- An act undertaken by a school occupational therapy assistant is considered the act of the supervising occupational therapist who has delegated the act.

Wis. Admin. Code § PI 11.24(9)

**RESPONSIBILITY OF A SCHOOL OCCUPATIONAL THERAPIST.** The School District of Manawa ensures the following:

- A school occupational therapist conducts all occupational therapy evaluations and reevaluations of a child, participates in the development of the child’s IEP and develops occupational therapy treatment plans for the child.
- A school occupational therapist may not be represented by a school occupational therapy assistant on an IEP team.

Wis. Admin. Code § PI 11.24(9)

**SCHOOL OCCUPATIONAL THERAPY ASSISTANTS’ QUALIFICATIONS AND SUPERVISION.** The School District of Manawa ensures the following:

- Occupational therapy assistants are licensed by the Department of Public Instruction as school occupational therapy assistants.
- The school occupational therapy assistant providing occupational therapy to a child is supervised by a school occupational therapist as specified in these policies.

Wis. Admin. Code § PI 11.24(10)

## **Transition from Birth to Three Programs**

The School District of Manawa participates with birth to three programs to ensure a smooth and effective transition of children with disabilities from the birth to three program for infants and toddlers with disabilities to preschool programs in the School District of Manawa. The School District of Manawa participates in transition planning conferences arranged by birth to three programs.

For children participating in birth to three programs who will participate in special education preschool programs in the School District of Manawa, the School District of Manawa has an IEP in effect by the child's third birthday.

If a child's third birthday occurs during the summer, the child's IEP Team shall determine the date when services under the IEP will begin.

34 CFR §§ 300.124, 300.101(b)

## **Transfer Pupils**

### **In-State-Transfer Students**

When a child with a disability (who had an IEP that was in effect in a previous Wisconsin local educational agency) transfers to the School District of Manawa and enrolls in a new school within the same school year, the School District of Manawa (in consultation with the parents) provides FAPE to the child, including services comparable to those described in the child's IEP from the previous agency, until the School District of Manawa either:

- Adopts the child's IEP from the previous public agency; or
- Develops, adopts, and implements a new IEP.

The School District of Manawa adopts the evaluation and the eligibility determination of the sending local educational agency or conducts an evaluation and eligibility determination of the transfer pupil. The School District of Manawa does not adopt the evaluation and eligibility determination or the IEP of the sending local educational agency

if the evaluation and eligibility determination or the IEP do not meet state and federal requirements.

34 CFR § 300.323(e)

### **Out-of-State Transfer Students**

When a child with a disability (who had an IEP that was in effect in a previous agency in another State) transfers to the School District of Manawa, and enrolls in a new school within the same school year, the School District of Manawa, in consultation with the parents, provides the child with FAPE, including services comparable to those described in the child's IEP from the out-of-state agency, until the School District of Manawa:

- Conducts an evaluation and determines eligibility if determined to be necessary by the School District of Manawa; and
- Develops, adopts and implements a new IEP, if appropriate.

34 CFR § 300.323(f)

### **Transmittal of Records**

When the School District of Manawa receives a transfer pupil with a disability and does not receive the pupil's records from the sending local educational agency, the School District of Manawa takes reasonable steps, including a written request, 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 previous public agency in which the child was enrolled. When the School District of Manawa receives such a written request for a transfer pupil, the School District of Manawa transfers the pupil's records to the requesting local educational agency within five working days of receipt of the written notice as required under Wis. Stat. § 118.125(4).

34 CFR § 300.323(g); Wis. Stat. § 118.125(4)

### **Charter Schools**

Children with disabilities who attend the School District of Manawa's charter schools and their parents retain all rights under federal special education laws. The School District of Manawa ensures that the requirements of federal special education law are met.

Children with disabilities who attend Charter Schools under contract with the School District of Manawa, are served in the same manner as other children with disabilities in the School District of Manawa. This includes providing supplementary and related services on site at the charter school to the same extent to which the School District of Manawa provides such services on the site to its other public schools. Funds received under part B of the Individuals with Disabilities Education Act are provided to charter

schools in the same manner as they are provided to other schools in the School District of Manawa, including proportional distribution based on relative enrollment of children with disabilities and at the same time as the School District of Manawa distributes other Federal funds to the School District of Manawa's other public schools.

34 CFR § 300.209(a) and (b); Wis. Stat. § 115.77(8).

## **Due Process Procedures**

**OPPORTUNITY TO EXAMINE RECORDS AND PARENT PARTICIPATION IN MEETINGS.** The parents of a child with a disability are afforded, in accordance with the policies in the "Confidentiality" section of this document, an opportunity to:

- inspect and review all education records with respect to the identification, evaluation, and educational placement of the child and the provision of a free appropriate public education to the child; and
- participate in meetings with respect to the identification, evaluation and educational placement of the child and the provision of a free appropriate public education to the child.

The School District of Manawa notifies parents consistent with the policies in the "Parent Participation in IEP Team Meetings" section of these policies to ensure that parents of children with disabilities have the opportunity to participate in meetings described above. The term "meeting" in this policy does not include informal or unscheduled conversations involving public agency 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 School District of Manawa personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

The IEP team, which includes the parent, makes decisions on the educational placement of the child. In implementing this policy, the School District of Manawa uses procedures consistent with the policies described above. If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the School District of Manawa uses other methods to ensure their participation including individual or conference telephone calls, or video conferencing. A placement decision may be made by the IEP team without the involvement of the parent if the School District of Manawa is unable to obtain the parent's participation in the decision. In this case, the School District of Manawa must have a record of its attempt to ensure parent involvement.

34 CFR §§ 300.501, 300.322(e)

**NOTICE.** The School District of Manawa ensures a child's parents are provided prior written notice a reasonable time before the School District of Manawa proposes to initiate



or change or refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of a free appropriate public education to the child. The notice contains:

- a description of the action proposed or refused;
- an explanation of why the School District of Manawa proposed or refused to take action;
- a statement that the parents of a child with a disability have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
- a description of any other options considered and the reason(s) they were rejected;
- a description of each evaluation procedure, assessment, record or report used as a basis for the proposed or refused action;
- the names of the evaluators, if known, if the notices propose to evaluate or reevaluate the child;
- a description of any other factors relevant to the proposal or refusal; and
- sources for parents to contact to obtain assistance in understanding special education law.

Each prior written notice is written in language understandable to the general public, in the parent's native language or other means of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the School District of Manawa takes steps to ensure the notice is translated orally or by other means to the parent in his or her native language or other mode of communication; the parent understands the content of the notice; and there is written evidence that these requirements have been met.

34 CFR § 300.503; Wis. Stat. § 115.792(2)

**PROCEDURAL SAFEGUARDS NOTICE.** A copy of the procedural safeguards available to the parents of a child with a disability is given to the parents one time a school year, except that a copy is given to the parents:

- upon initial referral or parent request for evaluation;
- upon receipt of the first IDEA State complaint and the first due process complaint;
- on the date on which the decision is made to make a disciplinary removal that constitutes a change of placement;

- upon request by a parent.

The procedural safeguards notice includes a full explanation of the procedural safeguards available under special education law written so as to be easily understood by the general public and in the native language of the child's parents unless it is clearly not feasible to do so, relating to:

- independent educational evaluation;
- prior written notice;
- parental consent;
- access to educational records;
- opportunity to present and resolve complaints through the due process complaint and State IDEA complaint procedures, including:
  - the time period in which to file a complaint;
  - the opportunity for the agency to resolve the complaint; and
  - 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.
- the child's placement during pendency of due process proceedings;
- procedures for pupils who are subject to placement in interim alternative educational settings under 20 USC § 1415(k);
- requirements for the unilateral placement by parents of pupils in private schools at public expense;
- availability of mediation;
- due process hearings including requirements for disclosure of evaluation results and recommendations;
- civil actions, including the time period in which to file those actions; and
- attorney fees.

34 CFR § 300.504

**INDEPENDENT EDUCATIONAL EVALUATIONS.** A parent may obtain an independent educational evaluation of his or her child. If a parent requests information from the School District of Manawa about an independent evaluation, the School District of Manawa provides the parent with information about where an independent evaluation may be obtained and the agency criteria applicable for independent educational evaluations. A parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the School District of Manawa. "Public expense" means the School District of Manawa either pays for the full cost of the evaluation or ensures the evaluation is otherwise provided at no cost to the parent.

If a parent requests an independent educational evaluation at public expense, the School District of Manawa, without unnecessary delay, either initiates a due process hearing to

show its evaluation is appropriate or ensures an independent educational evaluation is provided at public expense unless the School District of Manawa demonstrates in a due process hearing that the evaluation obtained by the parent did not meet School District of Manawa criteria.

If a parent requests an independent educational evaluation, the School District of Manawa may ask for the parent's reason why he or she objects to the public evaluation. However, the School District of Manawa does not require the explanation and the School District of Manawa does not unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation. A parent is entitled to only one independent educational evaluation at public expense each time the School District of Manawa conducts an evaluation with which the parent disagrees.

If the School District of Manawa initiates a hearing and the final decision is that the School District of Manawa's evaluation is appropriate, the parent still has the right to an independent educational evaluation but not at public expense. If the parent obtains an independent educational evaluation at public expense or shares with the School District of Manawa an evaluation obtained at private expense, the results of the evaluation must be considered by the School District of Manawa, if it meets agency criteria, in any decision made with respect to the provision of FAPE to the child.

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 at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, is the same as the criteria that the School District of Manawa uses when it initiates an evaluation to the extent that those criteria are consistent with the parent's right to an independent educational evaluation. Except for the criteria described above, the School District of Manawa does not impose conditions or timelines related to obtaining and independent educational evaluation at public expense.

34 CFR § 300.502

**SURROGATE PARENTS.** The School District of Manawa ensures the rights of a child are protected if no parent can be identified; the School District of Manawa, after reasonable efforts, cannot locate a parent; the child is a ward of the state; or the child is an unaccompanied homeless youth as defined in the McKinney-Vento Homeless Assistance Act. In such instances, the School District of Manawa assigns an individual to act as a surrogate for the parents. The School District of Manawa has a method for determining whether a child needs a surrogate parent and for assigning a surrogate parent to the child. In the case of a child who is a ward of the State, the surrogate parent may be appointed by the judge overseeing the child's case.

The School District of Manawa ensures that a person selected as a surrogate parent is not an employee of the Department of Public Instruction, the School District of Manawa,

or any other agency that is involved in the education or care of the child; has no personal or professional interest that conflicts with the interest of the child he or she represents; and has knowledge and skills that ensure adequate representation of the child. A person who otherwise qualifies to be a surrogate parent is not an employee of the School District of Manawa solely because he or she is paid by the School District of Manawa to serve as a surrogate parent.

For an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all of the requirements for selection of surrogate parents.

The surrogate parent may represent the child in all matters relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child.

The School District of Manawa makes reasonable efforts to ensure the assignment of a surrogate parent not more than 30 days after it determines that one is needed.

34 CFR § 300.519; Wis. Stat. § 115.792(1)(a)2

**MEDIATION.** When a School District of Manawa participates in a mediation under Wis. Stat. § 115, the School District of Manawa:

- keeps discussion that occurs during mediation confidential;
- does not use discussion that occurs during mediation as evidence in any subsequent hearing or civil proceeding;
- does not record a mediation session unless both parties and the mediator agree;
- may be represented by two individuals, unless the parties agree to additional representatives;
- may withdraw from mediation at any time;
- may recess a mediation session to consult advisors, whether or not present, or to consult privately with the mediator;
- assumes responsibility with the parents for additional compensation if the parties agree that the amount of the mediator's compensation should be greater than the Wisconsin Special Education Mediation System schedule allows; and
- assumes responsibility with the parents for the compensation of a mediator who is not on the mediation system roster.

If the parties resolve the dispute or a portion of the dispute through the mediation process, the parties must execute a legally binding agreement. The agreement is reduced to writing, signed by the parties and a copy is given to each party. The agreement states that all discussions that occurred during mediation are confidential and may not be used as evidence in any hearing or civil proceeding. The agreement is legally binding upon the parties and is enforceable in circuit court. The agreement is signed by a representative of the School District of Manawa who has the authority to bind the School District of Manawa.

The Wisconsin Mediation System is voluntary on the part of the parties and the School District of Manawa does not use it to deny or delay a parent's right to a hearing on the parent's due process complaint, or to deny any other rights afforded under special education law.

34 CFR § 300.506; Wis. Stat. § 115.797

**DUE PROCESS HEARINGS.** When the School District of Manawa files a request for a due process hearing, it will provide a copy of the hearing request to the other party, a copy to the DPI and will keep the hearing request confidential.

If the parent or the child's attorney files a written request for a due process hearing, the School District of Manawa will:

- inform the parent of any free or low cost legal and other relevant services available in the area;
- (unless it has previously sent a written notice to the parent regarding the item in dispute) within 10 days of receiving the hearing request, provide a written response that includes an explanation of why the agency proposed or refused to take the action raised in the hearing request; a description of other options that the IEP team considered and the reasons why those options were rejected; a description of each evaluation procedure, assessment, record, or report the agency used as the basis for the proposed or refused action; and, a description of the other factors that are relevant to the agency's proposed or refused action;
- within 10 days of receiving the request, send a written response that addresses the issues raised in the hearing request; and
- (except when the parents and School District of Manawa agree in writing to waive a meeting or use mediation) within 15 days of receiving the request and before the hearing is conducted, convene a meeting with the child's parents, a representative of the School District of Manawa who is authorized to make decisions on behalf of the agency, and the relevant members of the IEP team who have specific knowledge of the facts identified in the hearing request. If the meeting resolves any subject matter of the hearing request, the parents and the School District of Manawa will execute and sign a legally binding agreement.

When the School District of Manawa is a party to a due process hearing under Wis. Stat. § 115.80, the School District of Manawa:

- pays for the cost of the hearing;
- pays for the cost of an independent educational evaluation ordered by the hearing officer;

- discloses to all other parties, at least five business days before a hearing is conducted (other than an expedited hearing under the provisions of the Individuals with Disabilities Education Act), all evaluations completed by that date and recommendations based upon the School District of Manawa's evaluations that the School District of Manawa intends to use at the hearing; and
- except as provided in the "discipline" section of the School District of Manawa's policies, the School District of Manawa does not change the educational placement of a child during the pendency of a hearing or judicial proceedings unless the child's parents agree to the change. If the child is applying for initial admission to a public school, the child, with the consent of the parents, is placed in the public school program until all due process proceedings have been completed.

Before filing a civil action under any federal law seeking relief that is also available under state special education law, the School District of Manawa exhausts the due process hearing procedures to the same extent as would be required had the action been brought under special education law.

34 CFR §§ 300.507, 300.508, 300.510; Wis. Stat. § 115.80

**TRANSFER OF RIGHTS AT AGE OF MAJORITY.** When a child with a disability reaches the age of 18, unless he or she has been determined to be incompetent as defined by state law, the School District of Manawa transfers the rights of parents under the Individuals with Disabilities Education Act and Chapter 115, Wis. Stats., to the individual pupil. The School District of Manawa provides any required notices to both the parents and the adult pupil. The School District of Manawa notifies both the parents and the individual pupil of the transfer of rights.

34 CFR § 300.520; Wis. Stat. § 115.807

## **Discipline Procedures**

**AUTHORITY OF SCHOOL PERSONNEL.** School personnel consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the discipline procedures of Individuals with Disabilities Education Act, is appropriate for a child with a disability who violates a code of school conduct.

School personnel are authorized to remove a child with a disability who violates a code of student conduct from the child's current placement to an appropriate interim alternative educational setting (IEAS), another setting, or suspension for not more than ten consecutive school days (to the extent those alternatives are applied to children without disabilities) consistent with state requirements relating to the suspension of pupils.

State law permits suspensions from school for up to five consecutive school days and for up to 15 consecutive school days when a notice of expulsion hearing has been sent. A

child with a disability may be suspended for more than ten consecutive school days only if the conduct is not a manifestation of the child's disability and the requirements provided below are followed.

School personnel are authorized to remove a child with a disability for additional removals of not more than ten consecutive school days, consistent with state requirements, in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement).

If a child with a disability has been removed from his or her placement for 10 school days or less, the School District of Manawa provides services to the child if the School District of Manawa also provides services to children without disabilities who have been similarly removed.

For purposes of removals of a child with a disability from the child's current educational placement, a change of placement occurs if the removal is for more than ten consecutive school days or the child is subjected to a series of removals that constitute a pattern because

- the series of removals total more than ten school days in a school year;
- the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
- such additional factors as the length of each removal, the total amount of time the child is removed and the proximity of the removals to one another.

The School District of Manawa determines on a case-by-case basis whether a pattern of removals constitutes a change of placement.

After a child with a disability has been removed from the current placement for ten school days in the same school year during any subsequent days of removal the School District of Manawa must provide services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the current removal is for not more than 10 consecutive school days and is not a change of placement, school personnel, in consultation with at least one of the child's teachers, determine the appropriate services.

The School District of Manawa applies the relevant disciplinary procedures for children without disabilities to the child only if, as a result of the manifestation determination review, the School District of Manawa determines the behavior of the child with a disability was not a manifestation of the child's disability. The School District of Manawa applies the relevant disciplinary procedures in the same manner in which they would be applied to children without disabilities.

A child with a disability whose behavior is determined not to be a manifestation of the child's disability continues to be provided education services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

34 CFR § 300.530; 300.536

**PLACEMENT IN INTERIM ALTERNATIVE EDUCATIONAL SETTINGS.** School personnel are authorized to remove a child with a disability 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 child's disability if:

- the child carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the state or a School District of Manawa;
- the child 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 the state or a School District of Manawa; or
- the child has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the state or a School District of Manawa.

34 CFR § 300.530(g)

The IEP team determines the interim alternative educational setting and the appropriate services to be provided. A child placed in an interim alternative educational setting:

- continues to receive educational services to enable the child to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
- if the behavior is not a manifestation of the child's disability, receives, 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;
- if the behavior is a manifestation of the child's disability, receives either:
  - a functional behavior assessment, unless the School District of Manawa had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implemented a behavioral intervention plan, or
  - if a behavioral intervention plan already has been developed, a review of the behavioral intervention plan, and modifications to it, as necessary, to address the behavior.



34 CFR §§ 300.530, 300.531

On the date on which the decision is made to place the child in an interim alternative educational setting or to make a removal that constitutes a change of placement for violating a code of conduct, the School District of Manawa notifies the parents of that decision and provides the parents a procedural safeguards notice.

34 CFR § 300.530(h)

When the School District of Manawa determines that maintaining the current placement of a child with a disability is substantially likely to result in injury to the child or others, the agency may request an expedited due process hearing to change the child's placement to an appropriate interim alternative educational setting for not more than 45 school days. The request for a due process hearing may be repeated if the School District of Manawa believes that returning the child to the original placement is substantially likely to result in injury to the child or others.

34 CFR § 300.532

#### **MANIFESTATION DETERMINATION REVIEWS.**

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the School District of Manawa, the parent, and relevant members of the child's IEP team (as determined by the parent and the School District of Manawa):

- review all relevant information in the student's file, including the child's IEP;
- any teacher observations; and
- any relevant information provided by the parents.

The conduct is determined to be a manifestation of the child's disability if the School District of Manawa, the parent, and relevant members of the child's IEP team determine that either:

- the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- the conduct in question was the direct result of the School District of Manawa's failure to implement the IEP.

If the School District of Manawa, the parent, and relevant members of the child's IEP team determine the conduct in question was the direct result of the School District of Manawa's failure to implement the IEP, the School District of Manawa takes immediate steps to remedy those deficiencies.

If the conduct was a manifestation of the child's disability, the IEP team returns the child to the placement from which the child was removed, unless the child has been placed in

an interim alternative educational setting or the parent and School District of Manawa agree to a change of placement as part of the modification of the behavioral intervention plan, and either:

- conducts a functional behavioral assessment, unless the School District of Manawa had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan for the child; or
- if a behavioral intervention plan already has been developed, the IEP team reviews the behavioral intervention plan, and modifies it, as necessary, to address the behavior.

If the conduct was not a manifestation of the child's disability, the child receives, 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; and
- educational services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

34 CFR § 300.530(d)(e) and (f)

#### **PLACEMENT DURING APPEALS.**

The parent of a child with a disability who disagrees with any decision regarding a disciplinary change in placement or a manifestation determination, or the School District of Manawa believes that maintaining the current placement is substantially likely to result in injury to the child or others may appeal the decision by requesting a hearing. During such appeal, the child will remain in the placement to which the child was removed pending the decision of the hearing officer or until the expiration of the disciplinary placement, whichever occurs first. The parent and the School District of Manawa may agree to a different placement during the appeal.

Unless the School District of Manawa and the parents agree in writing to waive the resolution meeting or agree to use the mediation process, the School District of Manawa conducts a resolution meeting within seven days of receiving notice of the parent's due process complaint.

34 CFR § 300.532; 300.533

**PROTECTIONS FOR CHILDREN NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES.** The School District of Manawa provides the protections asserted for a child under the Individuals with Disabilities Education Act-Part B to a child who has not been

determined to be eligible for special education and related services and who has engaged in behavior that violated a code of conduct of the School District of Manawa if the School District of Manawa had knowledge (as determined in accordance with the provisions below) that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

The School District of Manawa has knowledge that a child is a child with a disability if before the behavior that precipitated the disciplinary action occurred:

- the parent of the child expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the child, that the child is in need of special education and related services;
- the parent of the child requested an IEP team evaluation of the child; or
- the teacher of the child, or other personnel of the School District of Manawa, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.

The School District of Manawa does not have knowledge that a child is a child with a disability if:

- the parent of the child has not allowed an IEP team evaluation of the child or has refused special education services; or
- the School District of Manawa conducted an IEP team evaluation and determined that the child was not a child with a disability.

If the School District of Manawa does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the School District of Manawa may subject the child to the same disciplinary measures as measures applied to children without disabilities who engaged in comparable behaviors.

#### 34 CFR § 300.534

If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation is conducted in an expedited manner. Until the evaluation is completed, the School District of Manawa maintains the child in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

If the child is determined to be a child with a disability, taking into consideration information from the School District of Manawa's evaluation and information provided by the parents, the School District of Manawa provides special education and related services in accordance with the Individuals with Disabilities Education Act-Part B and

state law, including legal requirements relating to discipline and the provision of a free appropriate public education to children with disabilities.

34 CFR § 300.534

When the School District of Manawa reports a crime committed by a child with a disability, it ensures copies of the child's special education and disciplinary records are transmitted for consideration by the appropriate authorities to whom it reports the crime. The School District of Manawa transmits copies of the child's special education and disciplinary records only to the extent that the Family Educational Rights and Privacy Act permits transmission.

34 CFR § 300.535

## **Confidentiality of Information**

**NOTICE TO PARENTS.** The School District of Manawa notifies parents before any major child identification, location or evaluation activity. The notice is published or announced in newspapers or other media, or both, with circulation adequate to notify parents of children attending the School District of Manawa of the activity.

34 CFR § 300.612(b)

The School District of Manawa gives notice that is adequate to fully inform parents about the confidentiality of personally-identifiable information requirements in the law, including:

- a description of the extent that the notice is given in the native languages of the various population groups in the School District of Manawa;
- a description of the children on whom personally-identifiable information is maintained, the types of information sought, the methods the School District of Manawa intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
- a summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally-identifiable information; and
- a description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and the implementing regulations.

34 CFR § 300.612

**ACCESS RIGHTS.** The School District of Manawa permits parents to inspect and review any education records relating to their children that are collected, maintained or used by

the agency under the Individuals with Disabilities Education Act-Part B. The agency complies with a request without unnecessary delay and before any meeting regarding an IEP, or any due process hearing or resolution session, and in no case more than 45 days after the request has been made.

The right to inspect and review education records includes:

- the right to a response from the participating agency to reasonable requests for explanations and interpretations of the records;
- the right to have copies of the records upon request; and
- the right to have a representative of the parent inspect and review the records.

The School District of Manawa presumes that the parent has authority to inspect and review records relating to his or her child unless the School District of Manawa has been advised that the parent does not have authority under state law.

34 CFR § 300.613

The School District of Manawa keeps a record of parties obtaining access to education records collected, maintained or used under the Individuals with Disabilities Education Act (except access by parents and authorized employees of the School District of Manawa), including the name of the party, the date access was given and the purpose for which the party is authorized to use the records.

34 CFR § 300.614

The School District of Manawa provides parents on request a list of the types and locations of education records collected, maintained or used by the agency. If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

34 CFR §§ 300.615, 300.616

The School District of Manawa does not charge a fee for copies of records that are made for parents if the fee effectively prevents the parents from exercising their right to inspect and review those records. The School District of Manawa does not charge a fee to search for or to retrieve information in educational records.

34 CFR § 300.617

**AMENDMENT OF RECORDS AT PARENT'S REQUEST.** A parent who believes information in the education records collected, maintained or used under the Individuals with Disabilities Education Act is inaccurate or misleading or violates the privacy or other rights of the child may request the School District of Manawa to amend the information. The School District of Manawa decides whether to amend the information in accordance with the

request within a reasonable period of time of receipt of the request. If the School District of Manawa decides to refuse to amend the information in accordance with the request, it informs the parent of the refusal and advises the parent of the right to an educational records hearing pursuant to the School District of Manawa's policies.

#### 34 CFR § 300.618

The School District of Manawa, on request, provides an opportunity for a hearing to challenge information in education records to ensure it is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child.

#### 34 CFR § 300.619

The hearing is conducted according to the procedures described in the Family Educational Rights and Privacy Act implementing regulations. If, as a result of the hearing, the School District of Manawa decides the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it amends the information accordingly and so informs the parent in writing. If, as a result of the hearing, the School District of Manawa decides the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it informs the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the School District of Manawa.

#### 34 CFR § 300.619-621

Any explanation placed in the records of the child under this section is maintained as part of the records of the child as long as the record or contested portion is maintained. If the records of the child or the contested portion are disclosed to any party, the explanation is also disclosed to the party.

#### 34 CFR § 300.620(c)(2)

**CONSENT.** Parental consent is obtained before personally-identifiable information is disclosed, unless the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act and Wis. Stat. § 118.125. Parental consent is not required before personally-identifiable information is released to officials of participating agencies for purposes of meeting a requirement of the Individuals with Disabilities Education Act with the following exceptions:

- Parental consent or the consent of an eligible child who has reached the age of majority under state law, is obtained before personally-identifiable information is released to officials of participating agencies providing or paying for transition services.

- If a child is enrolled or is going to enroll in a private school that is not located in the local educational agency of the parent's residence, parental consent is obtained before any personally-identifiable information about the child is released between school officials in the local educational agency where the private school is located and officials in the local educational agency of the parent's residence.

#### 34 CFR § 300.622

**SAFEGUARDS.** The School District of Manawa protects the confidentiality of personally-identifiable information at collection, storage, disclosure and destruction stages. One official at the School District of Manawa assumes responsibility for ensuring the confidentiality of any personally-identifiable information. All persons collecting or using personally-identifiable information receive training or instruction regarding the state's policies and procedures described in the regulations implementing the Individuals with Disabilities Education Act and the Family Educational Rights and Privacy Act. The School District of Manawa maintains, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally-identifiable information.

#### 34 CFR § 300.623

**DESTRUCTION OF INFORMATION.** The School District of Manawa informs parents when personally-identifiable information collected, maintained or used under the Individuals with Disabilities Education Act is no longer needed to provide educational services to the child. The information is destroyed at the request of the parents. However, a permanent record of the student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

#### 34 CFR § 300.624

**TRANSFER OF CONFIDENTIALITY RIGHTS AT AGE OF MAJORITY.** Under the regulations for the Family Educational Rights and Privacy Act, the rights of parents regarding education records are transferred to the student at age 18. When the rights accorded to parents under the Individuals with Disabilities Education Act are transferred to a student who reaches the age of majority, the rights regarding educational records in the Individuals with Disabilities Education Act also transfer to the student. However, the School District of Manawa provides any notice required under the Individuals with Disabilities Education Act to the student and the parents.

#### 34 CFR § 300.625(b) and (c)

### **Children With Disabilities Enrolled in Private Schools by Their Parents**

**CHILD FIND.** This school district locates, identifies, and evaluates all children with disabilities who are enrolled by their parents in private, including religious, elementary

schools and secondary schools located in the school district. The child find process is designed to ensure the equitable participation of parentally-placed private school children and an accurate count of those children. This school district undertakes child find activities similar to the activities undertaken for the agency's public school children. The child find process is completed in a time period comparable to that for students attending public schools in this school district. In carrying out the child find requirements for parentally-placed private school students, this school district includes parentally-placed private school children who reside in another state.

#### 34 CFR § 300.131

Any due process complaint regarding child find requirements must be filed with the school district in which the private school is located and a copy must be forwarded to the Department of Public Instruction.

#### 34 CFR § 300.140(b)(2)

**PROVISION OF SERVICES.** To the extent consistent with the number and location of children with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in this school district, this school district provides for the participation of those children by providing them with special education and related services, including direct services determined in accordance with the provision under the “Equitable Services Determined” section of this policy.

A services plan is developed and implemented for each private school child with a disability designated by this school district to receive special education and related services under the Individuals with Disabilities Education Act. This school district maintains in its records, and provides to the Wisconsin Department of Public Instruction, the following information related to parentally-placed private school children: (1) the number of children evaluated; (2) the number of children determined to be children with disabilities; and (3) the number of children served.

#### 34 CFR § 300.132

**EXPENDITURES.** In providing special education and related services, including direct services, to children with disabilities enrolled by their parents in private schools, this school district spends, for children aged 3 through 21, an amount that is the same proportion of the school district's total Individuals with Disabilities Education Act flow-through grant as is the number of private school children with disabilities aged 3 through 21 who are enrolled by their parents in private, including religious, elementary schools and secondary schools located in this school district, is to the total number of children with disabilities in its jurisdiction aged 3 through 21.

For parentally placed private school children aged 3 through 5, this school district spends an amount that is the same proportion of this school district's total preschool entitlement funds as the number of parentally placed private school children with disabilities aged 3



through 5 is to the total number of children with disabilities in its jurisdiction aged 3 through 5. This school district may provide services to private school children in excess of those required, consistent with the law and School District of Manawa policy.

In calculating the proportionate amount of Federal funds to be provided for parentally-placed private school children with disabilities, this school district, after timely and meaningful consultation with representatives of private schools, conducts a thorough and complete child find process to determine the number of parentally-placed children with disabilities attending private schools located in this school district.

After timely and meaningful consultation with representatives of parentally-placed private school children with disabilities, this school district determines the number of parentally-placed private school children with disabilities attending private schools located in this school district; and ensures the count is conducted on October 1 of each year. The child count is used to determine the amount this school district must spend on providing special education and related services to parentally-placed private school children with disabilities in the next subsequent fiscal year.

#### 34 CFR § 300.133(c)(2)

State and local funds may supplement and in no case supplant the proportionate amount of Federal funds required to be expended for parentally-placed private school children with disabilities under the Individuals with Disabilities Education Act.

#### 34 CFR § 300.133(d)

The cost of carrying out child find requirements, including individual evaluations, is not considered in determining if this school district has met its obligation to expend a proportionate amount of Individuals with Disabilities Education Act funds to provide equitable services.

#### 34 CFR § 300.131(d)

If this school district has not expended for equitable services all of the funds required by the end of the fiscal year for which Congress appropriated the funds, the district obligates the remaining funds for special education and related services (including direct services) to parentally-placed private school children with disabilities during a carry-over period of one additional year.

#### 34 CFR § 300.133(a)(3)

**CONSULTATION.** To ensure timely and meaningful consultation, this school district consults with private school representatives and representatives of parents of parentally-placed private school children with disabilities during the design and development of special education and related services for the children regarding the following:

- the child find process, including how parentally-placed private school children suspected of having a disability can participate equitably, and how parents, teachers, and private school officials will be informed of the process;
- the determination of the proportionate share of Federal funds available to serve parentally-placed private school children with disabilities including the determination of how the proportionate share of those funds was calculated;
- the consultation process among this school district, private school officials, and representatives of parents of parentally-placed private school children with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed children with disabilities identified through the child find process can meaningfully participate in special education and related services;
- how, where, and by whom special education and related services will be provided for parentally-placed private school children with disabilities, including a discussion of the types of services, including direct services and alternate service delivery mechanisms, and how special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school children, and how and when those decisions will be made; and,
- how, if this school district disagrees with the views of the private school officials on the provision of services or the types of services (whether provided directly or through a contract), the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services directly or through a contract.

When timely and meaningful consultation has occurred, this school district must obtain a written affirmation signed by the representatives of participating schools. If the representatives do not provide the affirmation within a reasonable period of time, this school district forwards the documentation of the consultation process to the Wisconsin Department of Public Instruction.

If a private school representative files a complaint under 34 CFR § 300.136 to the Wisconsin Department of Public Instruction, this school district will forward appropriate documentation to the department.

34 CFR §§ 300.134, 300.135, and 300.136.

**EQUITABLE SERVICES DETERMINED.** No parentally-placed private school child with a disability has an individual right to receive some or all of the special education and related services the child would receive if enrolled in the public school. Decisions about the services that will be provided to parentally-placed private school children with disabilities are made in accordance with services plans and consultation processes contained in these policies.

The final decisions regarding services to be provided to eligible private school children are made by this school district.

### 34 CFR § 300.137

If a child with a disability is enrolled in a religious or other private school by the child's parents and will receive special education or related services from this school district, the district initiates and conducts meetings to develop, review and revise a services plan for the child in accordance with the law. This school district ensures a representative of the religious or other private school attends each meeting. If the representative cannot attend, this school district uses other methods to ensure participation by the private school, including individual or conference telephone calls.

### 34 CFR § 300.137(c)(2)

**EQUITABLE SERVICES PROVIDED.** The services provided to parentally-placed private school children with disabilities by this school district are provided by personnel meeting the same standards as personnel providing services in this school district, except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the highly qualified special education teacher requirements. Parentally-placed private school children with disabilities may receive a different amount of services than children with disabilities in public schools.

### 34 CFR § 300.138(a)(2)

Each private school child with a disability who has been designated to receive services from this school district has a services plan that describes the specific special education and related services this school district will provide to the child in light of the services the district has determined (after consultation with representatives of private school children with disabilities) it will make available to parentally-placed private school children with disabilities. The services plan, to the extent appropriate, meets the IEP requirements with respect to the services provided. The services plan is developed, reviewed and revised consistent with the provisions in the law concerning IEP teams, when IEPs must be in effect, parent participation in IEP team meetings, and development, review and revision of IEPs.

### 34 CFR § 300.138(b)(2)

Services to parentally-placed private school children with disabilities are provided by employees of this school district or through contract by the district with an individual, association, agency, organization, or other entity. The services, including materials and equipment, are secular, neutral, and non-ideological.

### 34 CFR § 300.138(c)

**LOCATION OF SERVICES AND TRANSPORTATION.** If this school district provides services to private school children with disabilities at the child's private school, including a religiously affiliated private school, it will do so to the extent consistent with state and federal law. If

necessary for the child to benefit from or participate in the services provided, this school district transports private school children with disabilities from the child's school or home to a site other than the child's private school and from the service site to the private school or the child's home, depending on the timing of the services. This school district may include the cost of such transportation in calculating whether it has met the requirement to expend a proportionate amount of Individuals with Disabilities Education Act funds on services to parentally-placed private school children with disabilities.

34 CFR § 300.139(b)(2)

**REQUIREMENT THAT FUNDS NOT BENEFIT A PRIVATE SCHOOL.** This school district does not use Individuals with Disabilities Education Act funds to finance the existing level of instruction in a private school or to otherwise benefit the private school. The funds are used to meet the special education and related services needs of parentally-placed private school children with disabilities, but not for meeting the needs of a private school or the general needs of the students enrolled in the private school.

34 CFR § 300.141

**USE OF PERSONNEL.** Individuals with Disabilities Education Act funds are used to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally-placed private school children with disabilities and if those services are not normally provided by the private school. If this school district pays for the services of an employee of a private school employee, the employee performs the services outside of his or her regular hours of duty and under public supervision and control.

34 CFR § 300.142

**SEPARATE CLASSES PROHIBITED.** This school district does not use Individuals with Disabilities Education Act funds for classes that are organized separately on the basis of school enrollment or religion of the students if the classes are at the same site and include both students enrolled in public schools and students enrolled in private schools.

34 CFR § 300.143

**PROPERTY, EQUIPMENT, AND SUPPLIES.** This school district controls and administers Individuals with Disabilities Education Act funds used to provide special education and related services to parentally-placed private school children with disabilities and holds title to and administer materials, equipment, and property purchased with those funds. Equipment and supplies are placed in a private school for the period of time needed for the Individuals with Disabilities Education Act program. Equipment and supplies placed in a private school are used only for Individuals with Disabilities Education Act purposes and can be removed from the private school without remodeling the private school facility. Equipment and supplies are removed from a private school if the equipment and supplies are no longer needed for Individuals with Disabilities Education Act purposes; or removal is necessary to avoid unauthorized use of the equipment and supplies for other

than Individuals with Disabilities Education Act purposes. Individuals with Disabilities Education Act funds are not used for repairs, minor remodeling, or construction of private school facilities.

34 CFR § 300.144

**PARENTALLY PLACED CHILDREN IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE.** The School District of Manawa is not required to pay for the cost of education, including special education and related services, of a child with a disability at a private school or facility if the School District of Manawa made FAPE available to the child and the parents elected to place the child in a private school or facility. The child is considered a parentally placed private school child with a disability.

34 CFR § 300.148

### **Children With Disabilities in Private Schools Placed or Referred by the School District of Manawa**

When, pursuant to an IEP, a child with a disability is or has been placed in or referred to a private school or facility by the School District of Manawa as a means of providing special education and related services, the School District of Manawa ensures that the child:

- is provided special education and related services in conformance with an IEP that meets the requirements of the law and at no cost to the parents;
- is provided an education that meets the standards that apply to education provided by the Department of Public Instruction and local educational agencies including the requirements of Individuals with Disabilities Education Act, except that staff are not required to meet the highly qualified teacher requirements; and
- has all of the rights of a child with a disability who is served by a public agency.

34 CFR § 300.146

**DEVELOPMENT, REVIEW, AND REVISION OF THE IEP.** Before the School District of Manawa places a child with a disability in, or refers a child to, a private school or facility, the School District of Manawa initiates and conducts a meeting to develop an IEP for the child in accordance with the law. The School District of Manawa ensures a representative of the private school or facility attends the meeting. If the representative cannot attend, the School District of Manawa uses other methods to ensure participation by the private school or facility, including individual or conference telephone calls.

After a child with a disability enters a private school or facility, any meetings to review and revise the child's IEP may be initiated and conducted by the private school or facility at the discretion of the School District of Manawa. If the School District of Manawa permits a private school or facility to initiate and conduct meetings to review and revise

IEPs, the School District of Manawa ensures the parents and a School District of Manawa representative are involved in any decisions about the IEP and agree to any proposed changes in the IEP before those changes are implemented. Even if a private school or facility implements a child's IEP, the School District of Manawa retains responsibility for compliance with the requirements of special education law.

34 CFR § 300.325

When the School District of Manawa places a child, in a private school as a means of providing special education and related services, the School District of Manawa ensures an IEP is developed and implemented for each child with a disability and the special education and related services are provided in conformance with an IEP and at no cost to the parents.

Wis. Stat. § 115.77(1m)(d)

### **Children in Residential Care Centers**

When the responsible School District of Manawa receives a notice from a county or a state agency that a child will be placed in a residential care center, the School District of Manawa does all of the following:

- if the child is a child with a disability, as soon as reasonably possible and after consulting with the county or state agency, as appropriate, the School District of Manawa appoints an IEP team to review and revise, if necessary, the child's IEP and develop an educational placement offer;
- if the child has not been identified as a child with a disability, the School District of Manawa:
  - appoints staff to review the child's education records and develop a status report;
  - sends a copy of the status report to the county or state agency within 30 days after receiving the notice that the child will be placed in a residential care center;
  - appoints an IEP team to conduct an evaluation of the child if the School District of Manawa has reasonable cause to believe the child is a child with a disability;
  - ensures the IEP team conducts the evaluation; and
  - ensures the IEP team develops an IEP and an educational placement offer, in consultation with the county or state agency if the IEP team determines the child is a child with a disability.

Wis. Stat. § 115.81(3)(b)

When the responsible local educational agency offers an educational placement in a residential care center, the responsible local educational agency:

- ensures the child receives a free appropriate public education;
- ensures the child’s treatment and security needs are considered when determining the least restrictive environment for the child;
- appoints an IEP team to reevaluate the child, as required by state law, while the child resides at the child caring institution;
- while the child resides at the residential care center, the School District of Manawa refers the child to another local educational agency after consulting the residential care center and a county department or state agency, if the responsible local educational agency determines that the child’s special education needs may be appropriately served in a less restrictive setting in the other local educational agency; and
- assigns staff or an IEP team to develop a reintegration plan for a child leaving the residential care center, in cooperation with county and residential care center staff.

Wis. Stat. § 115.81(4)(a)

When this school district receives a referral from the responsible local educational agency because the referring responsible local educational agency believes the child’s special education needs could be met in a less restrictive setting, this school district assigns staff to determine whether the child can appropriately receive special education and related services in the school district. If the assigned staff determine the child can appropriately receive special education and related services in this school district, it provides such services and may apply for state tuition payments under Wis. Stat. § 121.79(1)(a), for the child’s educational expenses. If the assigned staff determines the child cannot appropriately receive special education and related services in this school district, the school district keeps a written record of the reasons for that determination.

Wis. Stat. § 115.81(4)(c)

### **Placement Disputes; School Board Referrals; Interagency Cooperation**

When a dispute arises between the School District of Manawa and the Wisconsin Department of Health and Family Services, the Wisconsin Department of Corrections or a county, or between local educational agencies over the placement of a child, the School District of Manawa seeks resolution of the dispute from the State Superintendent. This provision applies only to a placement in a nonresidential educational program made under Wis. Stat. § 48.57 (1)(c) or to a placement in a residential care center made under Wis. Stat. § 115.81.

Annually, on or before August 15, the School District of Manawa reports to the county departments under Wis. Stat. §§ 51.42 & 51.437 the names of resident children who are

at least 16, are not expected to be enrolled in an educational program two years from the date of the report and may require services from the county department.

If a public agency, as defined by Wis. Stat. § 166.20(1)(i), except that it does not include a local educational agency, is required by federal or state law or by an interagency agreement to provide or pay for the location, identification or evaluation of a child with a disability, including a child with a disability who is not yet 3 years of age, or for assistive technology devices or services, supplementary aids or services, transition services or special education or related services for a child with a disability, and fails to do so, the School District of Manawa provides or pays for the services. The School District of Manawa seeks reimbursement for the cost of providing the services from the public agency.

Wis. Stat. § 115.812

### **School District of Manawa Reporting to State**

The School District of Manawa, in providing for the education of children with disabilities within its jurisdiction, has established and implemented policies, procedures and programs that are consistent with state and federal special education requirements, policies and procedures. The School District of Manawa will modify them to the extent necessary to ensure compliance with the law if the provisions of federal or state laws or regulations are amended, if there is a new interpretation of Individuals with Disabilities Education Act by federal or state courts or if there is an official finding of noncompliance with federal or state law or regulations.

34 CFR § 300.201; Wis. Stat. § 115.77(1m)(f)

The School District of Manawa files with the Department of Public Instruction information to demonstrate all personnel necessary to carry out the requirements of state and federal special education law are appropriately and adequately prepared, subject to the requirements of the personnel requirements of the Individuals with Disabilities Education Act and the Elementary and Secondary Education Act.

34 CFR § 300.207

The School District of Manawa provides to the Department of Public Instruction information needed for the Department to meet its responsibilities under state and federal special education laws, including information related to the performance of children with disabilities participating in School District of Manawa special education programs.

34 CFR § 300.211; Wis. Stat. § 115.77(2)

The School District of Manawa reports its plan for providing special education and related services to children with disabilities to the Department of Public Instruction on a schedule



and using instructions provided by the Department of Public Instruction. The plan includes:

- statements of assurance as required by applicable federal law;
- information relating to access of private school pupils to the School District of Manawa's special education and related services;
- assurances that the School District of Manawa, in providing for the children with disabilities within its jurisdiction, has in effect policies, procedures, and programs that are consistent with this subchapter and applicable federal law;
- the School District of Manawa's plan for ensuring that all personnel necessary to carry out the requirements of this subchapter are appropriately and adequately prepared according to applicable state and federal law;
- the data regarding children with disabilities and nondisabled children in the School District of Manawa that the division is required to collect or report to be in compliance with 20 USC 1400 to 1482; and
- any other information the division requires to permit its review of the plan.

34 CFR § 300.200; Wis. Stat. § 115.77(4)

When the School District of Manawa participates in a county children with disabilities education board program, annually by October 1, the School District of Manawa and the county children with disabilities education board submit a report to the state superintendent. The report includes the portion of each school day that each pupil enrolled in the county program, who is also enrolled in the School District of Manawa, spent in county program classes in the previous school year, and the portion of the school day that the pupil spent in the School District of Manawa classes in the previous school year.

Wis. Stat. § 115.817(5)(d)

**Appendix of federal law and regulations  
referenced in the Model Policies and Procedures**

**34 CFR 99.3 - Family Educational Rights and Privacy Act of 1974 – Definition of Education Records**

- (a) The term means those records that are:
- (1) Directly related to a student; and
  - (2) Maintained by an educational agency or institution or by a party acting for the agency or institution.
- (b) The term does not include:
- (1) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
  - (2) Records of the law enforcement unit of an educational agency or institution, subject to the provisions of Sec. 99.8.
  - (3) (i) Records relating to an individual who is employed by an educational agency or institution, that:
    - (A) Are made and maintained in the normal course of business;
    - (B) Relate exclusively to the individual in that individual's capacity as an employee; and
    - (C) Are not available for use for any other purpose.
  - (ii) Records relating to an individual in attendance at the agency or institution who is employed as a result of his or her status as a student are education records and not excepted under paragraph (b)(3)(i) of this definition.
  - (4) Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:
    - (i) Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
    - (ii) Made, maintained, or used only in connection with treatment of the student; and
    - (iii) Disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the agency or institution; and
  - (5) Records that only contain information about an individual after he or she is no longer a student at that agency or institution.

## **42 USC 11434a – McKinney-Vento Homeless Assistance Act, Definition of Homeless Children**

- (2) The term “homeless children and youths”—
- (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 11302 (a)(1) of this title); and
  - (B) includes—
    - (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
    - (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 11302 (a)(2)(C) of this title);
    - (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
    - (iv) migratory children (as such term is defined in section 6399 of title 20) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).

## **18 USC 1365(h) – Definition of Serious Bodily Injury**

- (3) the term “serious bodily injury” means bodily injury which involves—
- (A) a substantial risk of death;
  - (B) extreme physical pain;
  - (C) protracted and obvious disfigurement; or
  - (D) protracted loss or impairment of the function of a bodily member, organ, or mental faculty; and
- (4) the term “bodily injury” means—
- (A) a cut, abrasion, bruise, burn, or disfigurement;
  - (B) physical pain;
  - (C) illness;
  - (D) impairment of the function of a bodily member, organ, or mental faculty; or
  - (E) any other injury to the body, no matter how temporary.

### **29 USC 3002(19) - Definition of Universal Design**

The term “universal design” means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly accessible (without requiring assistive technologies) and products and services that are interoperable with assistive technologies.

### **18 USC 930(g)(2) - Definition of Weapon**

The term “dangerous weapon” means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

### **20 USC 7801(37) – Definition of Scientifically Based Research**

The term "scientifically based research"--

(A) means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and

(B) includes research that--

(i) employs systematic, empirical methods that draw on observation or experiment;

(ii) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;

(iii) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;

(iv) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;

(v) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and

(vi) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

# SDM Exit Interview Survey

Exit interviews are voluntary and may be filled out at any time within 6 months from last workday. Each exit interview will be shared with the Board within 48 hours of being filed.

## \*1. Name

Last Name

First Name

## \*2. Length of Service with Manawa School District

Years

Months

## \*3. What was the separation date from your position?

MM DD YYYY

Date:

 /  / 

## \*4. Please indicate the reasons for separation. You must select at least one but no more than five of your top reasons

Not a voluntary separation

Return to continue education

Benefits

Resignation in lieu of an

Health problems

Lack of opportunity for

involuntary separation

Stress

advancement

Retirement

Family Reasons

Inadequate professional

Relocation

Personal Reasons

development

Promotion

Salary or Wages

Dislike/Unsuitability for  
assigned duties

Transfer

Dissatisfaction with supervisor

Other

Other (please specify)

5. Future employment: Please select one of the following that best describes your future employment.

Accepted another teaching position

Accepted another position that is the same as the position I am leaving

Accepted another position in the field of education

Accepted a position other than teaching or in the field of education

Accepted another position different than the one I am leaving

Not accepted employment elsewhere

Decline to disclose future plans

6. Do you have suggestions for improving the job and/or the School District of Manawa?

### **Exit Interviews Process:**

District Office mails the Exit Interview Survey to exiting employees

- Include a stamped addressed envelope to Board Contact: (Bobbi Jo Pethke)

### **Board Contact:**

Receives the Exit Interview from former employee in the mail

- Scan and share the document with the BOE and District Administrator
- Send / deliver the exit interview document to District office contact for filing (Julie)

### **District Office**

Those Exit Interviews that are returned signed are filed in Personnel File. (Julie)

The unsigned are kept in an individual file (Jeanne kept previously – will share with Julie)



Book	Policy Manual
Section	7000 Property
Title	COMMEMORATION OF EXCEPTIONAL INDIVIDUALS/GROUPS
Code	po7250
Status	Active
Adopted	November 21, 2016

#### 7250 - **COMMEMORATION OF EXCEPTIONAL INDIVIDUALS/GROUPS**

From time-to-time, the Board of Education may wish to honor a person or a group by affixing a plaque or naming a school or District facility. Such commemoration should be reserved only for those individuals who have made a significant contribution to the enhancement of education generally or the District in particular or to the well-being of the District, community, state, or nation.

Any employee of the District thus honored must be no longer employed by the District prior to the Board's selection of his/her name for a plaque or for the naming of a facility.

© **Neola 2009**

Last Modified by Kayla Reichley on September 9, 2019