



WOODLAND STAR CHARTER SCHOOL

Waldorf-Inspired Public Education, Serving Grades TK-8.

Independent Educational Evaluations Policy

A. IEE at Parent Expense

Woodland Star Charter School (“WSCS” or the Charter School”) acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) (“IEE”) at their own expense at any time. In these circumstances, the Administrator or Special Education Director shall ensure that the student’s Individualized Education Program (“IEP”) team shall consider the results of the IEE when determining an offer of a free appropriate public education (“FAPE”) for the student. However, the results of an IEE will not dictate the IEP team’s determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Administrator or Special Education Director shall ensure that the unilaterally obtained IEE meets the following criteria:

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

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

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

B. IEE at Public Expense

Charter School recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

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

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

Should the Charter School grant the parent's request for an IEE, the Administrator or Special Education Director shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation.
2. Charter School does not impose conditions or timelines related to obtaining an IEE at public expense.
3. All assessments shall be completed by persons competent to perform the assessment as determined by Charter School. Parent has the right to choose the examiner.
4. If the original evaluation completed by Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Charter School.
6. The evaluator must prepare and sign a full evaluation report containing:
 - a. A list of all information/data reviewed.
 - b. A clear explanation of the testing and assessment results.

- c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
- d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
- e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Administrator or Special Education Director shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

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

The Administrator or Special Education Director shall ensure a parent/guardian may demonstrate that unique circumstances, related to the student's education need(s), justify a financial waiver of any for the cost as defined by Charter School.

The Administrator or Special Education Director shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

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

All IEE forms between WSCS, parents, and independent assessors or evaluators will be on El Dorado Charter Special Education Local Plan Area ("SELPA") approved forms or WSCS letterhead.

To begin the IEE, WSCS needs to complete the following steps:

1. The Charter School will provide parents/guardians with an Exchange of Information form which permits WSCS to contact the preferred assessor. This reciprocal form must be signed before the assessor can begin the IEE.
2. Once the Exchange of Information form is signed, the Charter School will contact the chosen independent evaluator to discuss the scope and sequence of the assessments to be completed, including the following but not limited to: the availability, location of the IEE assessment, mandatory attendance at the IEP to discuss completed assessments and report, release of the report and protocols to WSCS, and total fee for the assessment. If in the event that health measures or protections are in place, the assessor will follow the county health department guidelines and best practices throughout the entire testing procedure which may include but is not limited to: mask wearing and social distancing,
3. Once WSCS has spoken with the independent evaluator and confirmed that all of the IEE criteria are met, the Charter School will provide the independent evaluator with the Independent Service Agreement (see attached) for signature. This agreement must be signed before the IEE can begin. The Charter School is not responsible for delays in the completion of the IEE due to a independent evaluator's delay in signing this agreement.

During the assessment, WSCS will remain in contact with the independent evaluator, ensuring the assessment is completed without reasonable delay.

Once the assessment is completed, the IEE assessor shall provide a DRAFT report to both WSCS and the parent/guardian at least three (3) business days before the scheduled IEP meeting to review the assessment. The independent evaluator will agree not to have private meetings or conversations with either party before the IEP is held. If there are errors or mistakes in the report, these may be discussed at the IEP meeting or within an email that includes all parties.

WSCS shall work with the parent/guardian and the independent evaluator to schedule and hold an IEP Meeting to consider the IEE report.

Legal References

California Education Code section 56322

California Education Code section 56329

34 CFR section 300.502

INDEPENDENT EDUCATIONAL EVALUATION SERVICE AGREEMENT

This INDEPENDENT EDUCATIONAL EVALUATION SERVICE AGREEMENT (“Agreement”) is entered into by and between _____, a local educational agency (the “LEA”), and _____ (“Independent Evaluator”) as of _____ (date).

WHEREAS, the LEA is in need of an Independent Education Evaluation (“IEE”) as defined by 34 C.F.R. § 300.502;

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

WHEREAS, Independent Evaluator is specially trained, experienced, and competent to provide the special services required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES:

Independent Evaluator shall provide the following services:

Services shall be delivered at LEA sites such as schools and administrative facilities, unless otherwise agreed in writing by the LEA and Independent Evaluator.

2. TERM OF AGREEMENT

The Independent Evaluator will commence providing services under this Agreement on _____ (date), and will diligently perform as required and complete performance by _____ (date). Independent Evaluator shall be under the control of the LEA as to the result to be accomplished but not as to the means or manner by which such result is to be accomplished. Accordingly, the Agreement is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The Independent Evaluator understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law, for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

3. QUALIFICATIONS

The Independent Evaluator warrants that it is qualified to perform the services under this Agreement, and that it meets all minimum qualification standards imposed by law or by any of the following entities: the LEA, the California Department of Education, the County Office of Education, or the special education local plan area.

Board Policy #: [BP090920]

Adopted/Ratified: 9/9/2020

Revision Date:

Independent Evaluator shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Independent Evaluation whom the LEA may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent of the LEA. All employees of Independent Evaluator who will be in individual contact with students must have a valid fingerprint and background check completed prior to undertaking responsibilities.

Independent Evaluator further understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law, for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

The Independent Evaluator and all of its employees, agents, and sub-contractors shall secure and maintain in force, at Independent Evaluator's sole cost and expense, such licenses and permits as required by law, in connection with the furnishing of services, materials, or supplies herein listed.

4. PUPIL INFORMATION

The LEA will prepare and furnish to the Independent Evaluator, upon request, such information as is reasonably necessary to the performance of the Independent Evaluator under this Agreement.

As an independent evaluator performing services for the LEA, Independent Evaluator understands that he or she has been or may be granted access to student records which contain individually identifiable information which is protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Independent Evaluator hereby agrees, in accordance with the provisions of FERPA, to preserve the confidentiality of any and all student records that he or she views or has access to during the course of the working relationship with the LEA.

Independent Evaluator understands that access to student records is granted solely on the need to fulfill his or her contractual responsibilities and that he or she will not copy, store, disclose or otherwise use such information except in the fulfillment of these responsibilities.

Independent Evaluator acknowledges that he or she fully understands that the intentional disclosure of this information to any unauthorized person could subject Independent Evaluator to criminal and civil penalties imposed by law. Independent Evaluator further acknowledges that such willful or unauthorized disclosure also violates LEA policy and could constitute cause for termination of the relationship with the LEA, regardless of whether criminal or civil penalties are imposed.

5. STATUTORY/LEGAL COMPLIANCE

Independent Evaluator shall perform its IEE in accordance with the requirements of California Education Code § 56320, and any assessment or evaluation report prepared by the Independent Evaluator shall conform to the requirements of California Education Code § 56327. These statutes are fully incorporated into the Agreement by this reference and made a part hereof. In addition to any other laws specified in this Agreement, Independent Evaluator shall comply with all applicable federal, state

Board Policy #: [BP090920]

Adopted/Ratified: 9/9/2020

Revision Date:

and local laws, rules, regulations, and ordinances, including but not limited to those laws pertaining to workers' compensation.

6. WRITTEN REPORT

As part of the contracted evaluation, Independent Evaluator shall release their assessment information including protocols and results directly to the LEA prior to the receipt of payment for services. Upon request, the report containing all necessary assessment and eligibility sections shall be provided to the LEA five (5) days prior to the date of the IEP meeting. The LEA shall receive the report no later than the same date Student's family receives the report. The results of the independent evaluation will be considered in making educational decisions as required by applicable law.

7. PAYMENT

Independent Evaluator shall submit an invoice including dates of assessment, observation(s), and hourly rates to LEA upon completion of the evaluation. LEA shall pay the Independent Evaluator _____ per hour, not to exceed _____ in total for services provided pursuant to this Agreement. Payment shall be made upon receipt of the written report provided pursuant to the terms of this Agreement in accordance with the LEA's normal billing cycles.

8. TERMINATION OF AGREEMENT

This Agreement shall terminate on the last day of service as provided above except:

- a. LEA may terminate at any time if Independent Evaluator does not perform, or refuses to perform according to this Agreement.
- b. LEA may terminate services of Independent Evaluator at any time if, in the professional judgment of the LEA representative named herein, Independent Evaluator's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet LEA's requirements.
- c. In the event of early termination, Independent Evaluator shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
- d. Written notice by LEA shall be sufficient to cease further performance of services by Independent Evaluator. The notice shall be deemed given when received by Independent Evaluator or not later than three days after the date of mailing, whichever is sooner.

9. HOLD HARMLESS AGREEMENT

Independent Evaluator agrees to and shall defend, hold harmless and indemnify LEA, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or injury to person or property, or any other loss, damage or expense sustained by the Independent Evaluator or any person, firm or corporation employed by the Independent Evaluator upon or in connection with the services called for in this Agreement, except for liability for damages referred to above

which result from the sole negligence or willful misconduct of the LEA, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the LEA, arising out of, or in any way connected with the services covered by this Agreement, regardless of the location where the injury was suffered, except for liability for damages which result from the sole negligence or willful misconduct of the LEA, its officers, employees, or agents.

The foregoing defense and indemnity obligations shall survive the termination of the Agreement. At all times when this Agreement is in effect, the Independent Evaluator, at Independent Evaluator's sole expense, shall maintain in full force and effect a policy of comprehensive general liability insurance.

10. ASSIGNMENT OF AGREEMENT

Independent evaluator shall not assign nor transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations under this Agreement without prior written consent of the LEA. Any assignment not approved in writing is void. To the extent the parties agree to an assignment or subcontract, such subcontracts or assignments may be entered into only with providers which possess the required qualifications for performance of an IEE. Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including but not limited to all indemnification provisions.

11. ANTI-DISCRIMINATION

It is the policy of the LEA that in connection with all work performed under agreements, there shall be no discrimination against any employee engaged in the work because of race, religion, ethnic background, or national origin, language, gender, sexual orientation, economic status, physical or developmental disabilities, or other special needs, and therefore the Independent Evaluator agrees to comply with the applicable Federal and California Laws, including but not limited to the California Fair Employment & Housing Act and applicable regulations.

12. INSURANCE

The Independent Evaluator shall not commence work under this Agreement until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by the LEA. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the LEA'S written consent. LEA shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

- a. The Independent Evaluator shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of its employees to be engaged in work on the project under this agreement.
- b. The Independent Evaluator shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 for bodily injury and property damage, which policy shall name LEA an additional insured.

13. EMPLOYEE OF ANOTHER PUBLIC AGENCY

Board Policy #: [BP090920]

Adopted/Ratified: 9/9/2020

Revision Date:

Independent Evaluator, if an employee of another public agency, certifies that Independent Evaluator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement. While engaging in carrying out other terms and conditions of this Agreement, Independent Evaluator is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the LEA.

14. MODIFICATION

This Agreement may be modified or amended only by a written document signed by authorized representatives of LEA and Independent Evaluator.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

16. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in _____ County, California.

17. SEVERABILITY

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

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

INDEPENDENT EVALUATOR

LEA

Signature

Signature

Date

Date

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone No.

Fax No.

Phone No.

Fax No.

Federal ID for Business/Social Security No. for Individuals

Board Policy #: [BP090920]

Adopted/Ratified: 9/9/2020

Revision Date: