I. GENERAL PROVISIONS (USBE SER I)

A. Policies and Procedures.

X Charter School, in providing for the education of students with disabilities enrolled in its school, has in effect policies, procedures, and programs that are consistent with the Utah State Board of Education Special Education Rules (USBE SER) as described in this Policies and Procedures Manual.

B. Definitions.

1. Charter School (Elementary and Secondary Education Act (ESEA) of 1965 Section 5210(1)). (USBE SER I.E.6) A public school that functions as an LEA, unless it is a school of an LEA, that:

    a. Is exempt from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of the ESEA;

    b. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;

    c. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;

    d. Provides a program of elementary or secondary education, or both;

    e. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;

    f. Does not charge tuition;

    g. Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act (IDEA);

h. Is a school to which parents choose to send their students, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated;

i. Agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;

j. Meets all applicable Federal, State, and local health and safety requirements;

k. Operates in accordance with State law; and

l. Has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the authorized public chartering agency and the charter school.

2. X Charter School has adopted all of the other applicable definitions as found in USBE SER I.E.1-44.

C. Budget Information and Categories.

X Charter School provides detailed budget information and budget categories in its annual application for IDEA Part B funding submitted to the Utah State Office of Education.

D. Assurances.

Students are admitted to X Charter School based solely on the lottery and other requirements under the Utah Code and the USBE Administrative Rules for Charter Schools, and without restrictions due to race, color, gender, national origin, disability status, or religion. Assurances with regard to compliance with IDEA Part A and Part B, as well as the National Instructional Materials Accessibility Standard, and compliance with other Federal laws including “New Restrictions on Lobbying, “Debarment, Suspension, and Other Responsibility Matters,” and the Drug-Free Workplace Act of 1988 are submitted to the Utah State Office of Education (USOE) annually with the application for IDEA Part B funding.

E. General program description.

Example:Charter School X is located at 212 Charter School Lane. The facility sits on 3.33 acres of land. The building is 24,500 square feet with a multipurpose room, library, administrative offices, computer lab, 13 classrooms and 6 breakout rooms (for sub-grouping of students). Charter School X has 300 students enrolled in grades K-6. The Utah Core Curriculum is the foundation for the curriculum in all grade levels, with basal and supplementary materials used for daily instruction in classrooms.

Charter School X was founded by a group of parents all sharing a desire to be more intimately involved in their children's education. Each of the founding members served on a school community council, sharing commonalities in how they would like to have had a greater voice in the decisions that are made regarding the education of their children. Founding members had personal experience with differentiated instruction in education as well as service learning, as an integral part of the curriculum.

Other members of the community supported the idea of a charter school that offered an education with service learning as the school emphasis. These community supporters were the impetus for forming the founding board and pursuing a charter that would allow parents the opportunity to be involved in education from design to implementation. Many of these community members now serve on various school committees and continue to be the foundation upon which the school is built.

A school program was designed to teach the concept of community through service learning which is integrated into the core curriculum. X Charter School also has a focus on learning Spanish. All students K-6 receive instruction in Spanish language acquisition. It is X Charter School's conviction that children learn through service. The interaction of knowledge and skills with experience is key to the learning process. Service to the community allows students to grow intellectually as well as socially, and to develop a civic responsibility that will follow them throughout their lifetime.

If service learning was at the heart of the school's formation, differentiated instruction was the frame upon which the school was built. The X Charter School Board believes that:

- No two children are alike.
- No two children learn in an identical way.

- An enriched environment for one student is not necessarily enriched for another.
- In the classroom children should be taught to think for themselves.

The Board of Directors at X Charter School believes strongly that an annual self-improvement plan is essential to improving the education program. Each year the Board assesses X Charter School's performance as it relates to academic performance, its vision, and UPASS, with the self-assessment driving the goals and objectives for each annual improvement plan.

F. Free Appropriate Public Education (FAPE).

1. X Charter School follows the requirements of Charter Schools and Their Students (USBE SER III.O)

   a. Students with disabilities ages 3 through 21 who attend public charter schools and their parents retain all rights under Part B of the IDEA and the USBE SER.

   b. X Charter School is an LEA that receives funding under Part B, and is responsible for ensuring that all of the requirements of Part B of the IDEA and these Rules are met.

   c. X Charter School, a public charter school, provides a Free Appropriate Public Education (FAPE) to all eligible students with disabilities in conformity with the requirements of the Utah State Board of Education Special Education Rules (USBE SER) and the United States Department of Education Final Regulations for the Individuals with Disabilities Education Act of 2004 (IDEA) August 2006.

2. Free appropriate public education (FAPE). (USBE SER I.E.15) Special education and related services that:

   a. Are provided at public expense, under public supervision and direction, and without charge;

   b. Meet the standards of the USOE and Part B of the IDEA;

   c. Include preschool, elementary school, and secondary school education in Utah; and

d. Are provided in conformity with an Individualized Education Program (IEP) that meets the requirements of Part B of the IDEA and these Rules.

G. Full Educational Opportunity Goal (FEOG).

X Charter School hereby affirms the goal of providing a full educational opportunity to all students with disabilities determined eligible for special education or special education and related services under the IDEA and the USBE SER, of the ages served by the Charter School between three and 22, and in accordance with all of the timeline requirements of the IDEA with respect to the identification, location, evaluation, and provision of a free appropriate public education.

II. IDENTIFICATION, LOCATION, and EVALUATION of STUDENTS SUSPECTED of HAVING DISABILITIES

A. Child Find. (USBE SER II)

X Charter School has policies and procedures to ensure that all students with disabilities enrolled in the grades the school serves, including students who are highly mobile, students who have been suspended or expelled from school, students who have not graduated from high school with a regular high school diploma, and those who are suspected of being a student with a disability and who are in need of special education or special education and related services even though they are advancing from grade to grade, and regardless of the severity of the disability, are identified, located, and evaluated. This includes a practical method for determining which students are currently receiving needed special education or special education and related services.

B. Child Find Procedures.

X Charter School conducts the following procedures to ensure that students suspected of having a disability are identified and located:

1. Finding students who have been receiving needed special education or special education and related services.

    a. The enrollment application includes questions about whether a student has received special education or special education and related services in the previous school or educational program.

    b. Parents are asked during registration if the students received any services beyond the regular program in the previous school.

    c. If parents respond in the affirmative, a phone contact is made with the previous school to locate the special education records.

    d. X Charter School follows all the procedures detailed on the In-State and Out-of-State Transfer Student Checklist of the USOE.

2. In identifying and locating students who are suspected of having a disability but have not been previously identified or determined eligible for special education or special education

and related services, X Charter School implements the following procedures:

a. Annual training of all staff on the Child Find obligation and how to be alert for observed behaviors that suggest a suspected disability.

b. Notice in a student or parent handbook of the referral procedures and of the availability of services for eligible students with disabilities.

c. If a parent or staff member is concerned about a student outside the grade levels of the charter school, the parent or staff member is referred to the district of the student's parent's residence.

3. X Charter School collaborates and coordinates with the local Department of Health, the Part C Early Intervention Provider, through an interagency agreement aligned with the Part C to Part B statewide interagency agreement of the USOE to ensure that students with disabilities are identified, located, evaluated, and have FAPE available by age 3, if the charter school is chartered for those ages.

C. Referral.

1. Procedure.

When a parent or school staff member suspects a student may have a disability, the following referral procedure is implemented:

a. Teachers implement pre-referral interventions and provide documentation of the results to a Child Management Team (CMT), which includes a general education teacher (see additional description of CMT in the SLD evaluation process in Section II of this Manual).

b. Note: Pre-referral interventions may not be used to substantially delay an evaluation for eligibility.

c. The referring person completes and signs a referral form. If school personnel are making the referral, attach documentation of contacts with the parents about the concerns regarding the student's educational performance.

d. The referral form is given to the principal, who reviews existing data (including pre-referral intervention results and Child Management Team recommendations) on the student and determines if the referral should go forward for a full evaluation. If it is decided that the evaluation should take place, the principal assigns a staff member to oversee/conduct the evaluation. If the referral is not going to result in a full evaluation, the principal sends the parent a Written Prior Notice of Refusal to take the action of conducting an evaluation.

D. Evaluation.

1. Parental Consent.

Prior to initiating a full and complete individual evaluation, parental consent is required. The consent informs the parent that the evaluation is being proposed because the student is suspected of having a disability that affects his educational performance and that he/she may be eligible for special education or special education and related services. The consent indicates the areas in which the evaluation team will conduct tests or administer other assessment tools to the student. Consent for evaluation must not be construed as consent for provisions of special education services.

Reasonable efforts to obtain parental consent are made and documented by the Charter School. X Charter School follows the requirements of USBE II.C.4 with respect to parents who cannot be located.

Parental consent is not required before administering a test or other evaluation that is given to all students, or before conducting a review of existing data.

2. Written Prior Notice.

The parent is given Written Prior Notice that the evaluation will take place. (See Section IV.C of this Policy and Procedures Manual for required components of Written Prior Notice.) Written Prior Notice is embedded in the X Charter School Consent for Evaluation form.

3. Evaluation Timeline.

When the signed parental consent or refusal of consent for evaluation is received at the school, the school secretary or special education teacher writes the date it was received on the form to document the beginning of the timeline for the evaluation. The Charter School completes all evaluations within 45 school days of receiving the consent. The 45 school day timeline does not apply if the parent fails to produce the student for the evaluation. If the student enrolls in the Charter School after the timeframe has stared in a previous LEA, the Charter School must make sufficient progress to ensure prompt compliance in accordance with a written agreement with the parent as to when the evaluation will be completed.

4. Evaluation Process.

a. Review of Existing Data.

When conducting an initial evaluation (when appropriate), the evaluation team considers existing data on the student's educational performance. This may include student records of grades, courses completed, statewide test results, LEA-wide test results, classroom assessments, teacher interviews, observations, notes in the student's cumulative file, and any other information available.

b. Administration of Additional Assessments.

In addition, the special education staff administers assessments in other areas as part of a full and individual initial evaluation, as indicated on the Consent for Evaluation, in order to determine eligibility and the student's educational needs. The test administration follows all of the requirements of the USBER SER II.F-H, including:

- Use of a variety of assessment tools
- Use of more than one procedure
- Use of technically sound instruments
- Selection of tools that are not discriminatory on a racial or cultural basis
- Administration in student's native language or mode of communication
- Use of assessments for the purposes intended and in accordance with the publisher's administration standards

- Administration by trained and knowledgeable personnel
- Use of tools that assess what they purport to measure and not just the student's disability
- Assessment in all areas related to the student's suspected disability
- Comprehensive assessment, not just in areas commonly associated with the specific disability

c. Evaluation Requirements.

Evaluations for students suspected in each of the 13 areas of disability include the requirements for evaluation procedures and assessment of student performance in specific areas identified in USBE SER II.J.1-13.

E. Reevaluation Procedures. (USBE SER II.G)

1. X Charter School conducts a reevaluation of each student with a disability when the educational or related services needs, including improved academic achievement and functional performance, of a student warrant a reevaluation; or if the student's parent or teacher requests a reevaluation.

2. Parental consent for reevaluations.

a. X Charter School obtains informed parental consent prior to conducting any reevaluation of a student with a disability, if the reevaluation includes the administration of additional assessments to the student.

b. If the parent refuses to consent to the reevaluation, the LEA may, but is not required to, pursue the reevaluation by using the consent override procedures provided in the procedural safeguards, and including mediation or due process procedures.

c. The reevaluation may be conducted without parental consent if the school can demonstrate that it made reasonable attempts to obtain such consent and the student's parent has failed to respond. A written record of the attempts is maintained in the student's special education file.

F. Additional Requirements for Initial Evaluation and Reevaluation Procedures. (USBE SER II.H)

1. As part of any initial evaluation (if appropriate) and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, must review existing evaluation data on the student. This review may be conducted without a formal meeting. The special education teacher/case manager may review and discuss the existing data with team members and the parent individually. Existing data may include evaluations and information provided by the parents of the student; current classroom-based, local or State assessments, and classroom-based observations; observations by teachers and related services providers; grades; attendance, and other information regarding the student's current educational performance.

2. The IEP team and appropriate other qualified professionals, based on their data review and input from the student's parents, identifies what additional data, if any, are needed to determine whether the student is or continues to be a student with a disability and the educational needs of the student, and

    a. The present levels of academic achievement and related developmental needs of the student;

    b. Whether the student needs special education and related services; or, in the case of a reevaluation of a student, whether the student continues to need special education and related services; and

    c. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.

3. If the IEP team and other qualified professionals, as appropriate, determine that no additional data are needed to determine continuing eligibility and student needs, the parents are given Written Prior Notice of that decision and of their right to request additional assessment. The Charter School then prepares a new Evaluation Summary Report, including new and previous data as appropriate, and sends a Notice of Meeting for Eligibility Determination. A new Eligibility Determination form is completed and signed by the team, and the parents are given Written Prior Notice of that determination along with a copy of the Evaluation Summary Report and the

Eligibility Determination documents. Written Prior Notice is embedded in the Eligibility Determination document.

4. If the parent requests additional assessment as part of the reevaluation, X Charter School conducts assessment in the areas of educational functioning requested. When the additional assessment is completed, the Charter School then prepares a new Evaluation Summary Report, including new and previous data as appropriate, and sends a Notice of Meeting for Eligibility Determination. A new Eligibility Determination form is completed and signed by the team, and the parents are given Written Prior Notice of that determination along with a copy of the Evaluation Summary Report and the Eligibility Determination documents. Written Prior Notice is embedded in the Eligibility Determination document.

5. Evaluations before change in eligibility.

    a. X Charter School evaluates students with disabilities before determining that students are no longer eligible for special education or special education and related services. However, an evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular diploma, or due to the student's reaching age 22, as provided under State law.

    b. For a student whose eligibility terminates due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under State law, X Charter School provides the student with a summary of the student's academic achievement and functional performance, including recommendations on how to assist the student in meeting the student's postsecondary goals.

6. Parental consent is not required before:

    a. Reviewing existing data as part of an evaluation or a reevaluation; or

    b. Administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

G. Evaluation Timelines.

1. An initial evaluation must be completed within 45 school days of the date the school receives parental consent for the evaluation.

2. Upon completion of the evaluation or reevaluation, the IEP team and other appropriate professionals determine eligibility within a reasonable time.

3. A reevaluation:

   a. May not be conducted more than once a year, unless the parent and the LEA agree otherwise; and

   b. Must occur at least once every three (3) years, unless the parent and the LEA agree that a reevaluation is unnecessary.

H. Eligibility Determination.

1. Notice of Meeting.

   Upon completion of the evaluation, the special education teacher (case manager) arranges a meeting of the eligibility team at a mutually agreeable time and place. A Notice of Meeting will be sent to the parent and other members of the team stating the meeting purposes, time, place, who is expected to be in attendance, and letting the parent know that they may bring others who have knowledge of the student to the meeting.

2. Evaluation Summary Report.

   The special education case manager collects all of the results of the evaluation, and writes a summary report of the evaluation information. This Evaluation Summary Report is included in X Charter School's Eligibility Determination document for each disability category.

3. Eligibility Team Membership.

   The eligibility team shall include a group of qualified professionals and the parent. In the X Charter School, this may include the special education teacher, regular education teacher, speech-language pathologist, school psychologist,

occupational therapist, physical therapist, and others who have conducted parts of the evaluation, as appropriate.

4. Eligibility Categories, Definitions, and Criteria.

The X Charter School has adopted the definitions, evaluation requirements, and eligibility criteria in USBE SER.II.J.1-13.

5. For the category of Specific Learning Disability (SLD) the X Charter School has selected Method ? [Charter School must fill in appropriate method description. See examples for Method B: Discrepancy and Method C: Combination of RTI and Discrepancy.]

6. Determining Eligibility. (USBE SER II.)

a. Using the criteria for each category of disability as described above, the eligibility team shall determine:

(1) Whether the student has a disability that

(2) Adversely affects his educational performance, and

(3) Whether the student requires special education or special education and related services.

Special education is defined (USBE SER I.E.38) as specially designed instruction to meet the unique needs of a student with a disability and may include related services if they meet the definition of special education. *Specially designed instruction* (USBE SER I.E.39) is adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability, and to ensure access of the student to the general curriculum, so that the student can meet educational standards of the Charter School that apply to all students.

b. Disclaimers. (USBE SER) A student must not be determined to be a student with a disability if the determinant factor is:

(1) Lack of appropriate instruction in reading, including the essential components of reading instruction

(phonemic awareness, alphabetic principle, vocabulary, comprehension, and fluency);

(2) Lack of appropriate instruction in math; or

(3) Limited English proficiency.

c. The determination of eligibility is documented on the appropriate “Team Evaluation Summary Report and Written Prior Notice of Eligibility Determination” form with signatures of team members.

d. If the disability is determined to be a Specific Learning Disability, any team member who disagrees with the rest of the team’s decision may put his reasons in writing.

e. Parents are provided with a copy of the Team Evaluation Summary Report and Written Prior Notice of Eligibility Determination document.

7. Evaluations before Change in Eligibility. (USBE SER II.H.6)

a. The X Charter School evaluates a student with a disability before determining that the student is no longer an eligible student with a disability.

b. An evaluation is not required before the termination of a student’s eligibility due to graduation from secondary school with a regular high school diploma, or due to exceeding the age of eligibility for FAPE under Utah law.

c. For a student whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age of eligibility for FAPE under Utah law, X Charter School provides the student with a summary of the student’s academic achievement and functional performance, which includes recommendations on how to assist the student in meeting the student’s postsecondary goals.

III. IEP DEVELOPMENT and SERVICE DELIVERY.

X Charter School implements the following policies and procedures to address the IEP requirements of USBE SER III.I-U.

A. IEP Team Meeting.

Within 30 calendar days of the determination of eligibility, the special education teacher/case manager shall arrange a meeting of the IEP team to develop an IEP at a place and time that is mutually convenient to the parent and the Charter School. A Notice of Meeting will be sent to the parent and other members of the team stating the purposes, time, place, who is expected to be in attendance, and letting the parent know that the parent or the Charter School may bring others who have knowledge or special expertise about the student to the meeting. The determination of knowledge or expertise of the invited person is made by the party who invited that person.

B. Parental Opportunity to Participate.

1. Parents are expected to be participants along with school team members in developing, reviewing, and revising the IEP. This includes providing critical information about needs and strengths of their student, contributing to discussions about the student's needs for special education, determining how the student will be involved and make progress in the general curriculum, deciding how the student will participate in the state- and district wide assessments, and deciding what services the X Charter School will provide and in what settings.

2. X Charter School documents in writing its attempts to get parental participation in IEP meetings. If the parent cannot attend, participation by other means such as teleconference may be used. Parents must be given whatever help they need to understand the proceedings of the IEP meetings, such as interpreters. If the Charter School cannot obtain parental participation, it proceeds with the development of the IEP as required by Part B of the IDEA and USBE SER.

C. IEP Team.

The team shall consist of the parent, the special education teacher and regular education teacher of the student, a representative of the Charter School, a person who can interpret the results of the

evaluation, and the student when appropriate. Other team members may be added when they are likely to provide services to the student. The representative of the Charter School must meet the Charter School administrator standards, and have knowledge of the general education curriculum and of the availability of resources of the Charter School.

D. IEP Team Attendance. (USBE SER III.F)

1. A required member of the IEP team is not required to attend all or part of a particular IEP team meeting if the parent of a student with a disability and the Charter School agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

2. A required member of the IEP team may be excused from attending all or part of a particular IEP meeting when the meeting does involve a modification to or discussion of the member's area of the curriculum or related services, if the parent and the LEA consent to the excusal in writing; and the member submits written input into the development of the IEP to the parent and the IEP team, prior to the meeting.

E. IEP Timelines.

1. An IEP is in effect for each identified student with a disability prior to the beginning of the school year.

2. Each student's IEP is reviewed and revised at least annually. The IEP Team reviews the IEP at least annually to determine whether the annual goals for the student are being achieved. The Team may decide to meet at the request of the parent or other IEP Team member to revise the IEP to address lack of expected progress toward annual goals and lack of progress in the general curriculum, the results of any reevaluation, information about the student provided to or by the parents, the student's anticipated needs, or other matters.

3. An IEP is developed within 30 calendar days of initial determination that a student is an eligible student with a disability.

4. Once parental consent for the initial provision of special education or special education and related services is obtained, the special education services, related services, and

supplementary aids and services are provided as soon as possible.

F. Transfer Students.

X Charter School provides a student transferring from another LEA in or out of the state with comparable services to those listed on an existing IEP while it determines next needed steps in accordance with the In-State and Out-of-State Transfer Student Checklist of the USOE.

G. IEP Development and Content.

1. The IEP Team will develop an IEP that is reasonably calculated to confer a free appropriate public education for the student.

2. In developing the IEP, the IEP team must consider the student's strengths, parental concerns, evaluation results, academic development and functional needs, and special factors.

3. The IEP must include:

   a. A statement of the student's present level of academic achievement and functional performance, including baseline data on his achievement and how the student's disability affects his access and progress in the general curriculum for his age or grade level. For preschool student, goals will be based on appropriate activities. If the Charter School has established preschool standards, goals will be based on those standards.

   b. Measurable annual goals and short term objectives based on the present level statement that enable the student to be involved and make progress in the general education curriculum and addressing each of the student's educational needs resulting from the student's disability.

   c. How progress on the goals will be measured and reported to the parents on a periodic basis.

   d. The special education and related services, and the supplementary aids and services, the student needs to address his goals and make progress in the general

curriculum. The services are based on peer-reviewed research to the extent practicable.

e. Program modifications and supports for the student and the teacher in the regular education classroom.

f. The dates that services, accommodations, and program modifications will begin and end (no more than one year from the date of the IEP); and the frequency, location, and amount of each service listed. Services listed must be specific, such as “reading comprehension,” not “resource.”

g. Consideration of special factors as follows:

(1) In the case of a student with limited English proficiency, consider the language needs of the student as those needs relate to the student’s IEP;

(2) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the student’s reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student’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 student;

(3) Consider the communication needs of the student, and in the case of a student who is deaf or hard of hearing, consider the student’s language and communication needs, opportunities for direct communications with peers and professional personnel in the student’s language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student’s language and communication mode;

(4) Consider whether the student needs assistive technology devices and services; and

(5) In the case of a student whose behavior impedes the student’s learning or that of others, consider the use of positive behavioral interventions and

supports, and other strategies, to address that behavior.

(A) When making decisions on behavioral interventions, the IEP team must refer to the *USOE Special Education Least Restrictive Behavior Interventions (LRBI) Guidelines* for information on research-based intervention procedures in order to protect the safety and well-being of students with disabilities, provide protection for students, teachers, other school personnel, the Charter School, and the USOE, and ensure that parents are involved in the consideration and selection of behavior interventions to be used with their students.

(i) Definition of Emergency: When an emergency situation occurs that endangers staff or other students and therefore requires the immediate use of moderately or highly intrusive interventions to protect the student or others from harm, the staff shall complete and submit the emergency contact information to the Charter School director or principal and notify the student's parents within 24 hours.

(ii) Pattern of Behavior: If a behavior requiring emergency procedures occurs more than once per week, two times in a month, or four times in a year, it is a pattern that must be addressed in the IEP and/or a behavior intervention plan.

(iii) Appeals: Parents may appeal a determination of emergency or implementation of emergency procedures by a written request to a designated LEA representative of X Charter School. The LEA representative and two other staff members with knowledge of the incident will review the determination or implementation and make a final decision that will be provided to the parent in writing.

(iv) Training: X Charter School ensures that all appropriate staff members receive the

training necessary to effectively implement a continuum of behavioral interventions and supports.

(v) Oversight: X Charter School has established an LRBI Committee to monitor its policies for disciplinary plans, actions and behavioral intervention procedures, protections and safeguards. This Committee reviews the use of highly intrusive interventions as well as the effectiveness of and need for additional staff training. The Committee is composed of a school administrator, a parent, and two other members of the professional staff.

(E) As appropriate, the student should receive a functional behavioral assessment and behavior intervention services and modifications that are designed to address the behavior.

h. If the IEP team in considering the special factors described above decides that a student needs a particular device or services for educational purposes, which could be an intervention, accommodation, or other program modification in order to receive a FAPE, the team must include these in the IEP.

i. How the student will participate in LEA-wide and statewide assessments. While every student with a disability must participate, an individual student may be determined to participate with some accommodations based on his disability, or with modifications. Students who have the most significant cognitive disabilities, and meet other criteria in the USOE Assessment Participation and Accommodation Policy, may be assessed with Utah's Alternate Assessment (UAA). The IEP Team must indicate this on the IEP Assessment Addendum, along with the reason that the student cannot otherwise participate in the statewide assessment program.

j. In addition to the required elements of the statewide assessment program, X Charter School administers the following schoolwide assessments: DIBELS in grades K-3, CBM in grades 4-8, and XXX. All students, including students with identified disabilities, are included in these assessments. Students with disabilities may participate in the assessments with appropriate accommodations and

modifications as determined by the IEP Team and documented in the student's IEP. Alternate assessments for individual students, as determined by the student's IEP Team and documented in the student's IEP, are provided for students who cannot participate in the schoolwide assessment in any other way.

k. How the student will participate in physical education services, specially designed or adapted if necessary.

l. Each IEP team must determine whether the student will need Extended School Year (ESY) services in order to receive a free appropriate public education.

(1) This determination in the X Charter School will be based on regression and recoupment data collected over at least two breaks in the school year consisting of 4 or more week days when there is no school.

(2) If the student's recovery from measured regression on pinpointed skills directly related to the IEP goals takes so long that he would not receive FAPE without services during the summer or other school break, the IEP Team must find him eligible for ESY services.

(3) The IEP Team shall develop a written document that indicates which IEP goals the student will work on during the ESY, what services will be provided, how long and how often the ESY services will be provided, and the setting(s) in which the services will be provided.

m. Assistive Technology. X Charter School makes assistive technology devices or assistive technology services, or both, available to a student with a disability if required as part of the student's special education, related services, or supplemental aids and services. School-purchased assistive technology devices may be used in the student's home, if the IEP Team determines, on a case-by-case basis, that assistive technology in the home is required for the student to receive a FAPE.

H. IEP Team Access to IEP Information.

1. The X Charter School makes the student's IEP accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation. Each teacher and provider is informed of his or her specific responsibilities related to the implementation of the students IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.

2. X Charter School prepares a summary of the present level of academic achievement and functional performance, goals, services, and program modifications and supports for each teacher of the student. This summary is provided to the teacher prior to the time of initial implementation of the IEP as well as annual updates as appropriate.

I. Placement in the Least Restrictive Environment (LRE). (USBE SER III.P)

1. Placement decisions are made by a group of persons, including the parents and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. This group may be the IEP Team, including the parent. The group determines the placement on the continuum of placement options where the student will receive special education or special education and related services.

2. X Charter School ensures that the parents of each student are members of any group that makes decisions on the education placement of their student. If unable to get the parents to participate, after repeated and documented attempts, the team may need to proceed with a placement decision. However, no initial placement and provision of services may be put in place without written parental consent.

3. Placement is determined at least annually, based on the student's present levels of performance, goals, services, and program modifications as detailed in the IEP.

4. Identified students with disabilities shall receive the special education or special education and related services in the Least Restrictive Environment to the maximum extent appropriate to meet the student's needs. This means that the student will not be removed from the regular education classroom, with regular education peers, unless the IEP Team

determines that due to the nature and severity of the disability, the student's educational needs cannot be addressed satisfactorily in the regular education environment, even with the use of supplementary aids and services.

5. The X Charter School provides the IDEA required range of placement options, including placement in the regular education classroom, with or without itinerant services; placement in a special class; placement in a special school; placement in a residential program, and homebound or hospitalized placement.

6. X Charter School provides supplementary services, such as resource or itinerant instruction, in conjunction with placement in the regular education classroom, when needed.

J. Nonacademic Settings, Activities, and Services. (USBE SER III.U-V)

1. The X Charter School ensures that each student with a disability participates with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the student's needs. This includes meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school, referrals to agencies that provide assistance to individuals with disabilities and employment of students, and other activities and services of the Charter School.

2. X Charter School ensures that each student with a disability has the supplementary aids and services determined by the student's IEP Team to provide the nonacademic and extracurricular services and activities in such a way that students with disabilities are given an equal opportunity to participate.

K. Parental Consent for Initial Placement and Provision of Services. (USBE SER III.T)

1. In order for the IEP to be implemented and the special education services the team has decided on to begin, written parental consent must be obtained. If the parent refuses consent for the provision of those services, the LEA may not implement the IEP and may not access due process procedures.

2. X Charter School does not use a parent's refusal to consent to one service or activity to deny the parent or student any other service, benefit, or activity of the Charter School, or to fail to provide a student with a FAPE.

3. If, at any time subsequent to the initial provision of special education and related services, the parent of a student with disabilities revokes consent in writing for the continued provision of special education and related services, the Charter School:

   a. May not continue to provide special education and related services to eh students, but must provide written prior notice before ceasing the provision of special education and related services;

   b. May not use the due process procedures in order to obtain agreements or a ruling that the services may be provide to the student;

   c. Will not be considered in violation of the requirement to make FAPE available to the student, and

   d. Is not required to convene an IEP team meeting or develop an IEP for the student.

L. Documentation of Participation.

1. All members of the IEP team will sign the IEP document indicating that they participated in the development of the IEP. A parent's signature on the IEP does not mean that the parent is in full agreement with the content of the IEP and does not abrogate the parental right to access the Procedural Safeguards of the IDEA.

2. If the Charter School, despite at least two documented attempts, is unsuccessful in having parental attendance at the meeting, the rest of the IEP team shall proceed with the meeting.

3. Parents may participate via telephone conference or video conference.

4. Parents will be provided with a copy of the completed IEP, and Written Prior Notice of the Charter School's intent to implement the program and services in the IEP. This Notice is

embedded in the IEP form. If the Charter School refuses to include in its offer of FAPE as detailed on the IEP services or program modifications the parent has requested, a Written Prior Notice of that refusal is provided to the parent.

M. Changes to the IEP.

1. Changes to the IEP may be made at the request of any member of the IEP Team in a meeting or by amendment to the existing IEP.

2. Changes may be needed if there is new information about the student's performance.

3. Amendments to the IEP without a team meeting may be made only with the agreement of the Charter School and the parent.

   a. Amendments such as a change in the amount of a special education or related service that is no more than 30 minutes per week, a change of location that is no more than 60 minutes per week, or a goal change that is the next logical step forward or backwards and is based on the student’s progress may be made without a team meeting.

   b. If the change involves a move on the continuum of Least Restrictive Environment placement options, or the amount of services to be changed is more than indicated above, or a service is to be added, an IEP Team meeting is held with a Notice of Meeting to all team members.

4. The parent will be provided with a copy of the amended IEP including Written Prior Notice that these additional actions or changes in actions are going to be implemented.

N. Transition from Part C to Part B. (USBE SER VII.A)

(If the Charter School includes preschool)

1. For students ages 3-5, the X Charter School follows these policies and procedures:

   a. Every eligible student has an IEP developed and being implemented by the student’s third birthday;

b. If a student's third birthday occurs after the end of the school year, the student's IEP team determines the date in the next school year when services under the IEP will begin, unless the IEP team determines that Extended School Year services are needed; and

c. A representative of the Charter School participates in transition planning conferences arranged by the designated lead agency for Part C.

d. In developing the IEP for a student with a disability ages 3 through 5 or, at the discretion of the LEA, a two-year-old student with a disability who will turn age 3 during the school year, the IEP team must consider the contents of the Part C Individual Family Services Plan (IFSP).

e. In the case of a student who was previously served under Part C of the IDEA, the parent may request that an invitation to the initial IEP meeting be sent to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition of services. Upon such request, X Charter School shall provide the Notice of Meeting to the Part C representative.

O. Transition from School to Post-School Settings. (USBE SER VII.B)

(For Charter Schools that include high school.)

1. For a student with a disability beginning not later than the first IEP to be in effect when the student turns 16 (such as in an IEP meeting conducted when the student is 15 years old), or younger if determined appropriate by the IEP Team, the Notice of Meeting indicates that a purpose of the meeting is the consideration of the postsecondary goals and transition services for the student, that the X Charter School will invite the student, and identifies any other agency that will be invited, with the consent of the parents or student age 18 or older, to send a representative.

   a. If the student does not attend the IEP meeting, X Charter School takes other steps to ensure that the student's preferences and interests are considered.

2. Transition services. Beginning not later than the first IEP to be in effect when the student turns 16 (such as in an IEP meeting conducted when the student is 15 years old), or younger if

determined appropriate by the IEP Team, and updated annually thereafter, the IEP includes:

a. Appropriate measurable postsecondary goals, including academic and functional goals, based upon age-appropriate transition assessments related to training or education, employment, and, where appropriate, independent living skills;

b. The transition services, including courses of study, needed to assist the student in reaching the student's post-secondary goals.

3. Transfer of rights at age of majority.

a. Beginning not later than one year before the student reaches the age of majority (age 18), the IEP must include a statement that the student and the student's parents have been informed of the student's rights under Part B of the IDEA that will transfer to the student on reaching the age of majority (except for a student with a disability who has been determined to be incompetent by a court). These rights include:

(1) An adult student has the right to approve the student's own educational placement and Individualized Education Program (IEP) without help from parents, family, or special advocates.

(2) An adult student has the right to allow parents, family, or special advocates to help if the student so desires.

b. X Charter School provides any notice required by Part B of the IDEA and these Rules to both the student and the parents.

c. All rights accorded to parents under Part B of the IDEA transfer to the student.

d. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile, State or local correctional institution.

4. If a participating agency, other than the LEA, fails to provide the transition services described in the IEP, X Charter School must

reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

P. Graduation. (USBE VII.C)

1. X Charter School is not obligated to make FAPE available to all students with disabilities to students with disabilities who have graduated from high school with a regular high school diploma

   a. The exception above does not apply to students that have graduated from high school but have not been awarded a regular high school diploma, even if they have received an alternative degree that is not fully aligned with the State's academic standards, such as a certificate of completion or a general educational development credential (GED).

   b. Graduation from high school with a regular high school diploma is a change in placement, requiring Written Prior Notice, containing all the requirements of WPN, and is given a reasonable time before the Charter School proposes to terminate the student's eligibility under the IDEA by issuing the student a diploma.

2. The IEP Team may amend graduation requirements and must document in the IEP the nature and extent of any modifications, substitutions, and/or exemptions made to accommodate the needs of a student with disabilities.

3. The IEP teams at the X Charter School refer to the USOE Special Education Graduation Guidelines for additional information.

Q. Least Restrictive Behavior Interventions (LRBI).

X Charter School follows all parts of the USOE LRBI Guidelines as written. These requirements are already addressed on pages 20-21 and do not have to be repeated unless the Charter School wants to elaborate.

The X Charter School also implements the following procedures:

1. Emergency situations: (describe procedures)

2. Pattern of behavior: (describe procedures)

3. Appeals process: (describe procedures)

4. Provisions for staff training: (describe procedures)

5. Procedures for monitoring LRBI policies: (describe procedures)

R. Private School Placements by X Charter School. (USBE SER VI.A)

Before X Charter School places a student with a disability in, or refers a student to, a private school or facility, or a public or private residential program in order to provide a FAPE to the student, it initiates and conducts a meeting to develop an IEP for the student, with a representative of the private school in attendance. The costs of such placements, including non-medical care and room and board, are at no cost to the parents.

S. Students with Disabilities Enrolled by their Parents in Private Schools When FAPE Is at Issue. (USBE SER VI.C)

If the parents of a student with a disability who had previously received special education or special education and related services from X Charter School enroll the student in a private school without the consent of or referral by the school, the X Charter School is not required to pay for the cost of that placement if the school made a FAPE available to the student. Disagreements between the parents and the X Charter School regarding the availability of a program appropriate for the student and the question of financial reimbursement are subject to the State complaint and due process complaint procedures in USBE SER IV.G-V. The X Charter School follows other requirements in USBE SER VI.C as written.

IV. PROCEDURAL SAFEGUARDS

The X Charter School, consistent with the requirements of Part B of the IDEA and the USBE Special Education Rules, has established, maintains, and implements Procedural Safeguards for students with disabilities and their parents.

A. Opportunity for Parental Participation in Meetings.

The X Charter School affords parents the opportunity to participate in all decisions related to the location, identification, evaluation, and provision of FAPE for their student, including decisions related to the Discipline requirements of Part B of the IDEA. This includes arranging meetings at a mutually convenient time and place, providing Notice of Meeting at least one week prior to a scheduled meeting, and making at least two documented attempts to obtain parent participation in meetings.

B. Independent Educational Evaluation (IEE). (USBE SER IV.C)

1. Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the Charter School responsible for the education of the student in question.

2. X Charter School has established and implements the following policies and procedures related to independent educational evaluation that meet the requirements of Part B of the IDEA and the USBE SER.

    a. The parents of a student with a disability have the right to obtain an independent educational evaluation of the student at public expense if they disagree with an evaluation obtained by the Charter School.

    b. The Charter School provides to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the Charter School's criteria applicable for independent educational evaluations. X Charter School has available a list of persons and/or agencies where an IEE may be obtained by the parent. In addition, the X Charter School considers any other evaluator or agency proposed by the parent to conduct the IEE if the examiner and the evaluation meet the Charter School's criteria. A qualified examiner is one who meets the USOE

criteria for qualified personnel as a special education teacher, school psychologist, psychologist with expertise in administration and analysis of assessments, or other equivalent qualifications as determined by the Charter School. Criteria for the evaluation are that the evaluation procedures meet all of the same standards as those listed in Section II.D-H of this Policy and Procedures Manual. The X Charter School either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.

c. The X Charter School ensures that when a parent requests an IEE, either the Charter School files a due process complaint to request a hearing to show that its evaluation is appropriate, or that the independent educational evaluation is provided at public expense, unless the evaluation obtained by the parent does not meet the Charter School criteria as described above. If a due process complaint decision finds the Charter School evaluation was appropriate, an IEE obtained by the parent is considered by the team, but is not provided at public expense.

d. Additional protections for the parent of a student with a disability and for the Charter School are followed as written in USBE SER IV.C.3(c-h).

3. An independent educational evaluation conducted at the Charter School's expense becomes the property of the Charter School, in its entirety.

C. Written Prior Notice.

X Charter School provides Written Prior Notice to parents a reasonable time before it proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or provision of a free appropriate public education to the student. The notice includes: a description of the action proposed or refused, an explanation of reasons for the proposal or refusal, a description of evaluations or other information the proposal or refusal is based on, a statement that the parents and eligible student have protection under the Procedural Safeguards and how to obtain a copy of the Safeguards, sources of assistance to understand Part B of the IDEA, a description of other options the IEP Team considered and why the other options were rejected, and a description of other relevant factors to the proposal or refusal. The Written Prior Notice is provided in

understandable language and in the parents' native language or other mode of communication.

D. Procedural Safeguards Notice.

A copy of the Procedural Safeguards is given to the parent once a year at the annual IEP review, except that a copy also is given to the parent upon initial referral or parental request for evaluation, upon receipt of the first State complaint or due process complaint in that school year, and upon request by the parent at any time. X Charter School uses the USOE Procedural Safeguards Notice that is posted on the USOE website, www.schools.utah.gov. the special education teacher/case manager provides a brief explanation of the main provisions of the Procedural Safeguards to the parents at consent for evaluation, eligibility determination, and annual IEP meetings.

This notice contains an explanation of the procedural safeguards related to independent educational evaluations, written prior notice, parental consent, access to educational records, opportunity to present and resolve complaints through State complaint or due process complaint procedures, opportunity for the Charter School to resolve the complaint, availability of mediation, student's placement during pendency of hearings, procedures for students placed in an interim alternative educational setting, requirements for unilateral placement of student in private schools at public expense, hearings on due process complaints, civil actions, attorney's fees. This notice is in language understandable to the parents.

E. Parental Consent.

Informed written parental consent is obtained for evaluation and reevaluation, initial placement/provision of special education, and for release of records to certain parties. Efforts to obtain consent are documented in writing. No student receives special education or special education and related services without the signed initial consent for placement in the student file. Other relevant parental consent requirements are addressed in Sections II and III of this Policies and Procedures Manual.

F. Dispute Resolution.

The X Charter School follows the Dispute Resolution requirements of the USBE SER described in IV.G-U as written. These include the procedures for State Complaints, Mediation, Due Process Complaints, Resolution Process, Due Process Hearings, Civil Actions, Attorney's Fees, and Student's Status during Proceedings.

G. Surrogate Parents.

The X Charter School assigns a surrogate parent for a student when the parent cannot be identified or cannot be located, the parent's rights to make educational decisions has been taken away by a court, the student is a ward of the state, or the student is an unaccompanied homeless youth. The surrogate parent meets the requirements of USBE SER IV.V.5-8. X Charter School contacts the USOE for assistance in obtaining names of trained surrogates, and maintains a list of surrogate parents who are available when needed.

H. Transfer of Rights.

When a student reaches age 18, the age of majority in Utah, and has not been determined incompetent under State law, all rights accorded to parents under Part B of the IDEA and USBE SER transfer to the student. The X Charter School provides written notice of this transfer of rights at least one year prior to the student's 18th birthday.

I. Confidentiality of Information. (USBE SER IV.X)

The X Charter School takes appropriate steps to ensure the protection of the confidentiality of any personally identifiable data, information, and records it collects or maintains related to Part B of the IDEA.

1. Definitions. As used in these safeguards:

a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

b. *Education records* means the type of records covered under the definition of ''education records'' in 34 CFR 99, implementing regulations for the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g (FERPA).

c. *Participating agency* means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.

2. Access rights.

   a. X Charter School permits parents to inspect and review any education records relating to their student that are collected, maintained, or used by the Charter School. X Charter School complies with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing, or resolution session, and in no case more than 45 calendar days after the request has been made.

   b. The right to inspect and review education records includes the right to:

      (1) A response from the Charter School to reasonable requests for explanations and interpretations of the records;

      (2) Request that the Charter School provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and

      (3) Have a representative of the parent inspect and review the records.

   c. X Charter School may presume that the parent has authority to inspect and review records relating to his or her student unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

3. Record of access.

   X Charter School keeps a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of the Charter School) in each student's special education file, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. If any education record includes information on more than one student, X Charter School ensures that the parents of a student has the right to inspect and review only

the information relating to their student or to be informed of that specific information.

4. List of types and locations of information.

   On request, X Charter School provides parents with a list of the types and locations of education records collected, maintained, or used by the Charter School. This list is maintained in the office at X Charter School.

5. Fees.

   X Charter School may charge a fee for copies of records that are made for parents under Part B of the IDEA if the fee does not effectively prevent the parents from exercising their right to inspect and review those records; however, it may not charge a fee to search for or to retrieve information under Part B of the IDEA.

6. Amendment of records at parent's request.

   a. A parent who believes that information in the education records collected, maintained, or used under Part B of the IDEA is inaccurate or misleading or violates the privacy or other rights of the student may request the Charter School that maintains the information to amend the information. The Charter School must decide whether to amend the information within a reasonable period of time of receipt of the request. If the Charter School decides to refuse to amend the information, it must inform the parent of the refusal and advise the parent of the right to a hearing on the matter.

   b. The Charter School, on request, provides an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it must amend the information accordingly and so inform the parent in writing.

      If, as a result of the hearing, the Charter School decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the

student, it must inform the parent of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the Charter School. Any explanation placed in the records of the student under this section must be maintained by the Charter School as part of the records of the student as long as the record or contested portion is maintained; and if the records of the student or the contested portion is disclosed by the Charter School to any party, the explanation must also be disclosed to the party. X Charter School follows the hearing procedures described in USBE SER IV.12 as written.

c. If the parent revokes consent in writing for the student's receipt of special education and related services, the Charter School is not required to amend the student's education record to remove any references to the student's receipt of special education and related services because of the revocation of consent.

7. Release and disclosure of records.

Parental consent is not required for disclosure of records to officials of agencies collecting or using information under the requirements of Part B of the IDEA, to other school officials, including teachers within the school who have been determined by the Charter School to have legitimate educational interests, to officials of another school or school site in which the student seeks or intends to enroll, or for disclosures addressed in referral to and action by law enforcement and judicial authorities, for which parental consent is not required by 34 CFR 99.

(All Utah Local Education Agencies (LEAs) include in the annual Procedural Safeguards notice that it is their policy to forward educational records of a student with disabilities without parental consent or notice to officials of another school or school district in which a student seeks or intends to enroll.)

Written parental consent is obtained prior to releasing any records to any other person or agency not listed above.

8. Safeguards.

a. X Charter School protects the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

b. The principal/director of X Charter School assumes responsibility for ensuring the confidentiality of any personally identifiable information.

c. Staff members at X Charter School who collect or use personally identifiable information receive training or instruction regarding the State's policies and procedures in USBE SER IV.X and 34 CFR 99 on an annual basis.

d. X Charter School maintains, for public inspection, a current listing of the names and positions of those employees within the school who may have access to personally identifiable information on students with disabilities. This list is posted on the locked cabinet in which students' special education files are maintained and updated annually.

9. Destruction of information.

The X Charter School informs parents or the student age 18 or older when personally identifiable information collected, maintained, or used under Part B of the IDEA is no longer needed to provide educational services to the student. Information no longer needed must be destroyed at the request of the parents or student age 18 or older. However, a permanent record of a 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. Each student's records may be considered "no longer needed to provide educational services" and may be destroyed three (3) years after the student graduates or three (3) years after the student turns 22.

10. Students' rights.

The rights of privacy afforded to parents are transferred to the student who reaches the age of 18, providing the student has not been declared incompetent by a court order, including the rights with regard to education records.

J. Discipline.

The X Charter School follows the Discipline requirements and procedures described in USBE SER V.A-K as written.

VI. STUDENTS WITH DISABILITIES IN OTHER SETTINGS.

VI.A. PRIVATE SCHOOL PLACEMENTS BY LEAs. (§300.325)

1. Developing IEPs.

   a. Before an LEA places a student with a disability in, or refers a student to, a private school or facility, the LEA must initiate and conduct a meeting to develop an IEP for the student in accordance with Part B of the IDEA and these Rules.

   b. The LEA must ensure that a representative of the private school or facility attends the meeting. If the representative cannot attend, the LEA must use other methods to ensure participation by the private school or facility, including individual or conference telephone calls.

2. Reviewing and revising IEPs.

   a. After a student with a disability is placed in a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the LEA.

   b. If the private school or facility initiates and conducts these meetings, the LEA must ensure that the parents and an LEA representative:

      (1) Are involved in any decisions about the student's IEP; and

      (2) Agree to any proposed changes in the IEP before those changes are implemented.

3. Even if a private school or facility implements a student's IEP, responsibility for compliance with this part remains with the LEA and the USOE.

4. Residential placement. (§300.104)

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

VI.C. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE. (§300.148)

1. An LEA is not required to pay for the cost of education, including special education and related services, of a student with a disability at a private school or facility if that LEA made a FAPE available to the student and the parents elected to place the student in a private school or facility. However, the LEA must include that student in the population whose needs are addressed consistent with Rule VI.B.

2. Disagreements between the parents and an LEA regarding the availability of a program appropriate for the student, and the question of financial reimbursement, are subject to the State complaint and due process procedures in Rule IV.G-V.

3. If the parents of a student with a disability, who previously received special education and related services under the authority of an LEA, enroll the student in a private preschool, elementary school, or secondary school without the consent of or referral by the LEA, a court or a hearing officer may require the LEA to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the LEA had not made a FAPE available to the student in a timely manner prior to that enrollment and that the private placement is appropriate. A parental placement may be found to be appropriate by a hearing officer or a court even if it does not meet the State standards that apply to education provided by the USOE and LEAs.

4. The cost of reimbursement may be reduced or denied if:

    a. At the most recent IEP team meeting that the parents attended prior to removal of the student from the public school, the parents did not inform the IEP team that they were rejecting the placement proposed by the LEA to provide a FAPE to their student, including stating their concerns and their intent to enroll their student in a private school at public expense; or

    b. At least ten (10) business days (including any holidays that occur on a business day) prior to the removal of the student

from the public school, the parents did not give written notice to the LEA of the information described in VI.C.4.a;

c. Prior to the parents' removal of the student from the public school, the LEA informed the parents, through the written prior notice requirements of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the student available for the evaluation; or

d. Upon a judicial finding of unreasonableness with respect to actions taken by the parents.

5. Notwithstanding the requirements for parents to provide notice to the LEA prior to removal of the student, the cost of reimbursement:

a. Must not be reduced or denied for failure to provide the notice if:

(1) The school prevented the parents from providing the notice;

(2) The parents had not received written prior notice of the notice requirement in VI.C.4.a-b; or

(3) Compliance with the notice requirements in VI.C.4.a-b would likely result in physical harm to the student; and

b. May, in the discretion of the court or a hearing officer, not be reduced or denied for failure to provide this notice if:

(1) The parents are not literate or cannot write in English; or

(2) Compliance with VI.C.4.a-b would likely result in serious emotional harm to the student.

V. LEA ELIGIBILITY and RESPONSIBILITIES

A. Participation in assessments and reporting of assessment results.

All students enrolled in the X Charter School, including students with disabilities, participate in the statewide testing program and the school-wide testing program. Participation requirements in the USOE Assessment Participation and Accommodation Policy are followed. The IEP Team determines how a student with disabilities will participate, and accommodations needed, if any. Results of statewide assessments are posted on the USOE website annually.

B. Public participation in policies and procedures development.

This Policy and Procedures Manual, as well as any future changes to the contents, are presented to the X Charter School Board in a public meeting for review and input. The agenda for X Charter School board meetings is posted at least 1 week prior to each meeting as required by state law.

C. Public posting of USOE monitoring results.

Results of monitoring from the Utah Program Improvement Planning System are posted on the USOE website annually.

D. Methods of ensuring services.

The X Charter School ensures that each eligible student with a disability enrolled in the school receives the services included in the IEP through a systematic process of review of IEPs and monitoring of service delivery by Charter School personnel and contracted service providers.

E. Supervision.

All personnel of the X Charter School are supervised by appropriately qualified staff as determined by the local Charter School Board.

F. Use of Part B funds.

The X Charter School follows the requirements of USBE SER IX.B in ensuring the appropriate use of funds under Part B of the IDEA. X Charter School participates in the single audit process required by State law that includes an audit of Part B funds.

G. Personnel standards.

All special education and related services personnel of the X Charter School meet the educator licensing requirements of the USOE for the positions in which they work, as described in the USBE SER IX.H and the Highly Qualified requirements of the USOE State Plan under No Student Left Behind and Educator Licensing – Highly Qualified Assignment (Administrative Rule R-277-510-1 through 11). All personnel necessary to carry out Part B of the IDEA are appropriately and adequately prepared, subject to the requirements related to personnel qualifications and Section 2122 of the ESEA. X Charter School provides a program of professional development for all special education personnel, based on the identified skill and knowledge needs of teachers, assistants, related service providers, and others, and including targeted training for persons working with students with specific and individual needs for academic and social behavior instruction.

H. Performance goals and indicators in the State Performance Plan.

The X Charter School participates in additional procedures and collects and provides additional information which the USOE may require in order to meet Federal reporting requirements, including suspension and expulsion rates, LRE environments, disproportionality data, and others. (USBE SER IX.A.2)

I. Early Intervening Services.

The X Charter School uses not more than 15 percent of the amount it receives under Part B of the IDEA for any fiscal year, in combination with other amounts to develop and implement coordinated early intervening services for students in grades Y-Y who are not currently identified as needing special education or special education and related services, but who need additional academic and behavioral support to succeed in a general education environment. These funds are used to carry out activities including professional development that enables school personnel to deliver scientifically based academic and behavioral interventions, as well as educational and behavioral evaluations, services, and supports.

The X Charter School provides any and all required data on its Early Intervening Services to the USOE annually.

J. Caseload Guidelines.

X Charter School follows the USOE Caseload Guidelines in overseeing the caseload of each special educator, including related

service providers, to ensure that a FAPE is available to all eligible students with disabilities.

K. Enforcement.

The confidentiality requirements of Part B of the IDEA are reviewed and approved as part of the LEA eligibility process.

L. **Routine checking of hearing aids and external components of surgically implanted medical devices.** X Charter School must ensure that hearing aids worn in school by students with hearing impairments, including deafness are functioning properly. X Charter School must ensure that external components of surgically implanted medical devices are functioning properly.