

**GRANITE SCHOOL DISTRICT BOARD OF EDUCATION
SPECIAL EDUCATION POLICIES AND PROCEDURES**

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GRANITE SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL EDUCATION POLICIES AND PROCEDURES

I. GENERAL PROVISIONS

A. PURPOSES

The primary purposes of these Rules are to ensure the following actions, consistent with Sections 53A-15-301 through 53A-15-305, Utah Code Annotated, and the Individuals with Disabilities Education Act (IDEA), Public Law 108-446, as amended:

1. Each student with a disability, ages 3 through 21, in Granite School District, including students with disabilities who have been suspended or expelled from school, who have not graduated from high school with a regular high school diploma, receives a free and appropriate public education (FAPE) that includes special education and related services, as specified on the IEP, designed to meet the student's unique needs, and to prepare them for employment and independent living.
2. The rights of students with disabilities and the rights of their parents are protected.
3. District standards are established for the provision of a FAPE to school-age students with disabilities, as defined in Granite School District Policies and Procedures.
4. The effectiveness of efforts to educate students with disabilities is assessed.
5. A comprehensive, coordinated multidisciplinary/interagency system is provided for conducting public educational programs for school-age students with disabilities in the Granite School District.
6. A system for state reimbursement for disabilities program costs authorized under the school finance law is participated in by the District.

B. AUTHORITY

District Policies and Procedures are adopted by the Granite School District Board of Education.

C. APPLICABILITY

1. These policies and procedures are applicable to all public schools within the boundaries of Granite School District and include charter schools and local juvenile and adult correctional facilities providing special education and related services for students with disabilities, including students with disabilities who have been suspended or expelled from school, regardless of whether that agency is receiving funds under Part B. This

includes private agencies within Granite School District serving students with disabilities using public funds.

2. Granite School District ensures that a free appropriate public education (FAPE) is available to any individual student with a disability, ages 3 through 21, who needs special education and related services, even though the student is advancing from grade to grade.
3. Granite School District is responsible for ensuring that the rights and protections under District Policies and Procedures are given to students with disabilities referred to or placed in private schools and facilities by Granite School District, or placed in private schools by their parents, when FAPE is at issue.

D. AMENDMENTS

Any proposed changes in Granite District Policies and Procedures will be in accordance with Policies, Rules and Regulations of the Board of Education of Granite School District (Article II. E.)

E. DEFINITIONS

The terms defined below are found throughout these policies.

1. **Adaptive behavior** The effectiveness or degree with which the individual meets the standards of personal independence and social responsibility expected of students of comparable age and cultural group.
2. **Adaptive P.E.** Specially designed physical education, as described in the student's IEP.
3. **Adult student** A student who is 18 years of age and older whose educational rights have not been legally transferred to another adult through guardianship, power of attorney, or other means.
4. **Assistive technology device** Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability.
5. **Assistive technology service** Any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes:
 - a. Evaluate the needs of a student with a disability, including a functional evaluation of the student in the student's customary environment.
 - b. Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by students with disabilities.
 - c. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices.

- d. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs.
 - e. Training or technical assistance for a student with a disability or, if appropriate, that student's family.
 - f. Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of students with disabilities.
6. **Audiology** This includes:
- a. Identification of children with hearing loss.
 - b. Determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing.
 - c. Provision of habilitative activities such as language habilitation, auditory training, speech reading (lip reading), hearing evaluation, and speech conservation.
 - d. Creation and administration of programs for prevention of hearing loss.
 - e. Counseling and guidance of children, parents, and teachers regarding hearing loss.
 - f. Determination of children's needs for group and individual amplification, selecting and fitting appropriate aids, and evaluating the effectiveness of amplification.
7. **Autism** A developmental disability significantly affecting verbal and non-verbal communication and social interaction, generally evident before age three, that adversely affects educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a student's educational performance is adversely affected primarily because the student has an emotional disturbance, as defined below. If a student manifests characteristics of the disability category autism after age three, that student could be diagnosed as having autism if the criteria are satisfied.
8. **Communication disorders (speech/language impairment)** A communication disorder such as stuttering, impaired articulation, language impairment, or a voice impairment that adversely affects a student's educational performance.
9. **Consent** Consent means that:
- a. The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language or other mode of communication.

- b. The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom.
 - c. The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time. If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked.)
 - d. If the parent revokes consent in writing for the student's receipt of special education and related services, the public agency is not required to amend the student's education records to remove any references to the student's receipt of special education and related services because of the revocation of consent.
10. **Career and Technical Education (CTE) (Formerly applied technology education)** means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring certification or licensure other than a baccalaureate or advanced degree.
11. Consent means that:
- a. The parent **or adult student** has been fully informed of all information relevant to the activity for which consent is sought, in his/her native language or other mode of communication.
 - b. The parent **or adult student** understands and agrees in writing to the carrying out of the activity for which his/her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom.
 - c. The parent **or adult student** understands that the granting of consent is voluntary on the part of the parent **or adult student** and may be revoked at any time. If a parent **or adult student** revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).
 - d. If the parent **or adult student** revokes consent in writing for the student's receipt of special education and related services, the public agency is not required to amend the student's education records to remove any references to the student's receipt of special education and related services because of the revocation of consent.
12. **Counseling services** Services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel.
13. **Day; business day; school day**
- a. **Day** means calendar day unless otherwise indicated as business day or school day.
 - b. **Business day** means Monday through Friday, except for federal and state holidays.
 - c. **School day** means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.

14. **Deafblindness** A concomitant hearing and visual impairment, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.
15. **Developmental delay** A significant delay or deficit in one or more of the following areas: physical development, cognitive development, communication development, social or emotional development, or adaptive development. For this reason the student needs special education services. This definition applies only to students age three through seven in accordance with eligibility criteria.
16. **Emotional disturbance** A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a student's educational performance: an inability to learn that cannot be explained by intellectual, sensory, or health factors; an inability to build or maintain satisfactory interpersonal relationships with peers and teachers; inappropriate types of behavior or feelings under normal circumstances; a general pervasive mood of unhappiness or depression; and a tendency to develop physical symptoms or fears associated with personal or school problems. The term includes schizophrenia. The term does not apply to students who are socially maladjusted, unless it is determined that they have an emotional disturbance.
17. **Equipment** Machinery, utilities, built-in equipment, and any necessary enclosures or structures to house the machinery, utilities or equipment; and all other items necessary for the functioning of a particular facility as a facility for the provision of educational services, including items such as instructional equipment and necessary furniture; printed, published and audio-visual instructional materials; telecommunications, sensory and other technological aids and devices; and books, periodicals, documents, and other related materials.
18. **Evaluation** Procedures are used in accordance with Utah State Board of Education Special Education Rules (UBE-SER) to determine whether a student has a disability, and the nature and extent of the special education and related services that the student needs.
19. **Extended school year services** Special education and related services that:
 - a. Are provided to a student with a disability:
 - (1) Beyond the normal school year of the District
 - (2) In accordance with the student's IEP
 - (3) At no cost to the parents of the student
 - b. Meet the standards of the USOE
20. **Federal administrative responsibilities** Any administrative responsibility or obligation established or imposed under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1401 et. seq.) and its implementing regulations (34 CFR 300) or under the General Education Provisions Act or its implementing regulations (34 CFR 76).

21. **Free appropriate public education (FAPE)** 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 Utah State Office of Education, and Part B of the IDEA.
 - c. Include preschool, elementary school, and secondary school education in Granite School District.
 - d. Are provided in conformity with an Individualized Education Program (IEP) that meets the requirements of Part B of the IDEA, as well as District Policies and Procedures.
22. **General curriculum** The same curriculum as that provided for nondisabled students (the Utah Core Curriculum).
23. **Hearing impairment (deafness/hearing impairment)** A “hearing impairment” is a generic classification of hearing loss including the terms deafness and hearing impairment.
 - a. **Deafness** A hearing impairment so severe that the student is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a student’s educational performance.
 - b. **Hearing Impairment** A hearing impairment, whether permanent or fluctuating, that adversely affects a student’s educational performance, but that is not included under the definition of deafness.
24. **IDEA** The Individuals with Disabilities Education Act (20 U.S.C. 1401 et. Seq.) as amended, and its implementing regulations 34 CFR 300 and 303. “IDEA-B” refers to Part B of the act.
25. **IEP (Individualized Education Program)** A written statement for a student with a disability that is developed, reviewed, and revised in accordance with the Utah State Special Education Rules and Part B of the IDEA.
26. **Intellectual disability** Significantly below-average general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a student’s educational performance.
27. **Least restrictive environment (LRE)** To the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, are educated with students who are not disabled. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
28. **Local educational agency (LEA)** Granite School District.

29. **Medical services** Services that are provided by a licensed physician to determine a student's medically related disability, that results in the student's need for special education and related services.
30. **Multiple disabilities** Concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deafblindness.
31. **Native language**
- a. Used with reference to an individual of limited English proficiency, the language normally used by an individual, or in the case of a student, the language normally used by the parents of the student.
 - b. In all direct contact with a student, including evaluation of the student, the language normally used by the student in the home or learning environment.
 - c. For an individual with deafness or blindness, or for an individual with no written language, the mode of communication is that normally used by the individual (such as sign language, braille, or oral communication).
32. **Occupational therapy** Services provided by a qualified occupational therapist; and includes:
- a. Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation.
 - b. Improving ability to perform tasks for independent functioning if functions are impaired or lost.
 - c. Preventing, through early intervention, of initial or further impairment or loss of function.
30. **Orientation and mobility services** Services provided to blind or visually impaired students by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home and community; and includes teaching students the following as appropriate:
- a. Spatial and environmental concepts and use of information received by the senses (such as sound, temperature, and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street).
 - b. To use the long cane to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision.
 - c. To understand and use remaining vision and distance low vision aids.
 - d. Other concepts, techniques, and tools.

31. **Orthopedic impairment** A severe orthopedic impairment that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).
32. **Other health impairment** Limited strength, vitality or alertness, including a heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever and sickle cell anemia that adversely affects a student's educational performance.
33. **Parent** A natural or adoptive parent, a guardian, but not the state if the student is a ward of the state, a person acting in the place of a parent of a student (such as a grandparent or stepparent with whom the student lives, or a person who is legally responsible for the student's welfare), an adult with power of attorney or other legal authority to make educational decisions, or a surrogate parent who has been appointed in accordance with a surrogate parent who has been appointed in accordance with these rules. (UBE-SER)

Consistent with state law, a foster parent may act as a parent under Part B of the IDEA if the following four conditions are met:

- a. The natural parent's authority to make educational decisions on the student's behalf has been extinguished under State law.
 - b. The foster parent has an ongoing, long-term parental relationship with the student.
 - c. The foster parent is willing to make the educational decisions required of parents under Granite School District Policies and Procedures.
 - d. The foster parent has no interest that would conflict with the interests of the student.
34. **Parent counseling and training**
- a. Assisting parents in understanding the special needs of their child.
 - b. Providing parents with information about child development.
 - c. Helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP.
35. **Personally identifiable** This information must be maintained securely and includes:
- a. The name of the student, the student's parent, or other family member.
 - b. The address of the student.
 - c. A personal identifier, such as the student's social security number or student number.
 - d. A list of personal characteristics or other information that would make it possible to identify the student with reasonable certainty.
36. **Physical education** The development of:

- a. Physical and motor fitness.
 - b. Fundamental motor skills and patterns.
 - c. Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports).
 - d. Includes special physical education, adapted physical education, movement education, and motor development.
37. **Physical therapy** Services provided by a qualified physical therapist.
38. **Psychological services** Psychological services include:
- a. Administering psychological and educational tests, and other assessment procedures.
 - b. Interpreting assessment results.
 - c. Obtaining, integrating, and interpreting information about student behavior and conditions relating to learning.
 - d. Consulting with other staff members in planning school programs to meet the special needs of students as indicated by psychological tests, interviews, and behavioral evaluations.
 - e. Planning and managing a program of psychological services, including psychological counseling for students and parents.
 - f. Assisting in developing positive behavioral intervention strategies.
39. **Qualified personnel** Personnel who have met USOE-approved or USOE-recognized certification, licensing, registration, paraeducators qualification standards, or other comparable requirements that apply to the area in which the individuals are providing special education or related services.
40. **Qualified health provider** An individual who has the requisite training and functions in the role of providing medical information to the school evaluation team consistent with his/her professional license. This person could be the student's physician, nurse, or other healthcare professional.
41. **Recreation**
- a. Assessment of leisure function.
 - b. Therapeutic recreation services.
 - c. Recreation programs in schools and community agencies.
 - d. Leisure education.
41. **Rehabilitation counseling services** Services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services

provided to students with disabilities by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended.

42. **Related services are defined as follows but not limited to:**

(1) Audiology Services provided by or supervised by a qualified audiologist and includes: (a) Identification of students with hearing loss; (b) Determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing; (c) Provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation; (d) Creation and administration of programs for prevention of hearing loss; (e) Counseling and guidance of students, parents, and teachers regarding hearing loss; and (f) Determination of students' needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.

(2) Counseling services Services provided by qualified social workers, school psychologists, guidance counselors, or other qualified personnel.

(3) Interpreting services Services provided by qualified personnel and includes, with respect to students who are deaf or hard of hearing, oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, and special interpreting services for students who are deaf-blind/deafblind.

(4) Medical services Services provided by a licensed physician to determine a student's medically-related disability that results in the student's need for special education and related services.

(5) Occupational therapy Services provided by or supervised by a qualified occupational therapist, and includes: (a) Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation; (b) Improving ability to perform tasks for independent functioning if functions are impaired or lost; and (c) Preventing, through early intervention, initial or further impairment or loss of function.

(6) Orientation and mobility services Services provided to students with blindness or visual impairment by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community, and includes teaching students the following, as appropriate: (a) Spatial and environmental concepts and use of information received by the senses (such as sound, temperature and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street); (b) To use the long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; (c) To understand and use remaining vision and distance low vision aids; and (d) Other concepts, techniques, and tools.

(7) Parent counseling and training Assisting parents in understanding the special needs of their student, providing parents with information

about child development, and helping parents to acquire the necessary skills that will allow them to support the implementation of their student's IEP.

(8) Physical therapy Services provided by or supervised by a qualified physical therapist.

(9) Psychological services Services provided by a qualified psychologist or school psychologist and include: (a) Administering psychological and educational tests, and other assessment procedures; (b) Interpreting assessment results; (c) Obtaining, integrating, and interpreting information about student behavior and conditions relating to learning; (d) Consulting with other staff members in planning school programs to meet the special educational needs of students as indicated by psychological tests, interviews, direct observation, and behavioral evaluations; (e) Planning and managing a program of psychological services, including psychological counseling for students and parents; and (f) Assisting in developing positive behavioral intervention strategies.

(10) Recreation includes: (a) Assessment of leisure function; (b) Therapeutic recreation services; (c) Recreation programs in schools and community agencies; and (d) Leisure education.

(11) Rehabilitation counseling services Services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with a disability by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended (29 USC 701 et seq.).

(12) School health services and school nurse services Health services that are designed to enable a student with a disability to receive a FAPE as described in the student's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

(13) Social work services in schools include: (a) Preparing a social or developmental history on a student with a disability; (b) Group and individual counseling with the student and family; (c) Working in partnership with parents or adult students and others on those problems in a student's living situation (home, school, and community) that affect the student's adjustment in school; (d) Mobilizing school and community resources to enable the student to learn as effectively as possible in his/her educational program; and (e) Assisting in developing positive behavioral intervention strategies.

(14) Speech-language pathology services Services provided by or under the supervision of a qualified Speech-language pathologist and include: (a) Identification of students with speech or language impairments; (b) Diagnosis and appraisal of specific speech or language impairments; (c) Referral for medical or other professional attention necessary for the

habilitation of speech or language impairments; (d) Provision of speech and language services for the habilitation or prevention of communicative impairments; and (e) Counseling and guidance of parents or adult students, students, and teachers regarding speech and language impairments.

(15) Transportation includes: (a) Travel to and from school and between schools; (b) Travel in and around school buildings; and (c) Specialized equipment (such as special or adapted buses, lifts, and ramps), if required

43. **School-age students with disabilities** Individuals, ages 3 through 21, who have been determined to be eligible for special education consistent with Utah's Special Education Rules and District Policies and Procedures.
44. **School health services** Services provided by a qualified school nurse or other qualified person.
45. **Secondary school** As used in this part, the term secondary school means a nonprofit institutional day or residential school that provides secondary education, as determined under state law, except that it does not include any education beyond grade 12.
46. **State educational agency (SEA)** The Utah State Office of Education (USOE).
47. **Social work services in schools** Social work services in schools include:
 - a. Preparing a social or developmental history on a student with a disability.
 - b. Group and individual counseling with the student and family.
 - c. Working in partnership with parents and others on those problems in a student's living situation (home, school, and community) that affect the student's adjustment in school.
 - d. Mobilizing school and community resources to enable the student to learn as effectively as possible in his or her educational program.
 - e. Assisting in developing positive behavioral intervention strategies.
48. **Service animal** under 62A-5b-104 Any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed must be directly related to the handler's disability. Emotional support animals are not service animals.
49. **Special education** Specially-designed instruction, at no cost to the parents or the adult student, to meet the unique needs of a student with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education. The term includes speech/language pathology services and may include other related services, travel training, and applied technology education, if they meet the definition of special education. Special education services are services provided to the student, and do not include consultation between

teachers or monitoring a student's grades or work completion. At no cost means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents or adult students as part of the regular education program.

50. **Specially designed instruction** Adapting, as appropriate to the needs of an eligible student under these Rules, the content, methodology, or delivery of grade-level core instruction in order to: a. Address the unique needs of the student that result from the student's disability. b. Ensure access of the student to the grade-level general curriculum, so that he or she can meet the educational standards within the jurisdiction of the LEA that apply to all students. c. Students with disabilities access either the grade-level core standards or the alternate core standards (i.e., Essential Elements), based on IEP team decisions. Other alternate or modified academic achievement standards are prohibited.
51. **Specific learning disability** A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term does not include students who have learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disabilities of emotional disturbances, or of environmental, cultural or economic disadvantage.
52. **Speech-language pathology services** This includes:
 - a. Identification of students with speech or language impairments.
 - b. Diagnosis and appraisal of specific speech or language impairments.
 - c. Referral for medical or other professional attention necessary for the habilitation of speech or language impairments.
 - d. Provision of speech and language services for the habilitation or prevention of communicative impairments.
 - e. Counseling and guidance of parents, students, and teachers regarding speech and language impairments.
53. **Student with a disability** A student evaluated in accordance with District Policies and Procedures as having an intellectual disability, a hearing impairment including deafness, a speech or language impairment, a visual impairment including blindness, an emotional disturbance, an orthopedic impairment, autism, traumatic brain injury, an other health impairment, a specific learning disability, deafblindness, a multidisability or children age 3 through 7 experiencing developmental delays, and who, by reason thereof, needs special education and related services.

If it is determined, through an appropriate evaluation under Granite District Policies and Procedures, that a student has one of the disabilities identified above, but only needs a related service and not special education (defined as specially designed instruction), the

student is not classified as a student with a disability under District Policies and Procedures.

If, consistent with the definition of special education, the related service required by the student is considered special education rather than a related service under District Policies and Procedures, the student would be determined to be a student with a disability.

54. **Supplementary aids and services** Aids, services, and other supports that are provided in regular education classes or other education-related settings to enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate in accordance with Granite District Policies and Procedures, including the LRE requirement.
55. **Transportation** includes:
 - a. Travel to and from school and between schools.
 - b. Travel in and around school buildings.
 - c. Specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a student with a disability.
56. **Traumatic brain injury** An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. The term does not apply to brain injuries that are congenital or degenerative, or brain injuries induced by birth trauma.
57. **Travel training** Instruction, as appropriate, to students with significant cognitive disabilities, and any other students with disabilities who require this instruction, to enable them to:
 - a. Develop an awareness of the environment in which they live.
 - b. Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).
58. **Visual impairment** An impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness.

II. STUDENT IDENTIFICATION, LOCATION, AND EVALUATION

A. CHILD FIND SYSTEM

1. Consistent with the requirements of Part B of the IDEA and with the Utah State Board of Education Special Education Rules, Granite School District has procedures to ensure that all students with disabilities residing within the jurisdiction of the District, including students with disabilities birth through 21 years of age, and those attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. This includes a practical method for determining which students are currently receiving needed special education and related services. and provide a process to reevaluate those who are found eligible within the three year timeframe.
2. The components of Granite School District's child find process is as follows:
 - a. Distribution of materials and brochures at health agencies such as pediatrician's offices, Primary Children's Medical Center, Children's Special Health Care Needs, etc.
 - b. Teacher and parent referrals through the student support process even though a student may be advancing from grade to grade.
 - c. Annual notice to private schools within Granite's jurisdiction of services and an invitation to meet with District Special Education officials.
 - d. Reporting student information, including federal child count as part of the statewide data collection system.
 - e. Collaboration and coordination with the State and Local Department of Health, which has responsibility for providing early intervention services for infants and toddlers with disabilities, ages birth through two (Part C program).
 - f. Formal notices printed in widely distributed community publications such as the school-based community center publication and communications, Granite School District Superintendent's Newsletter to all patrons, school newspapers, and Granite School District's community newsletters.
 - g. Notice in languages other than English and language translators available to parents.
3. The collection and use of data to meet the requirements of this section are subject to the confidentiality of information provisions under District Policy and Procedures.
4. The determination that a student is a "student with a disability" under District Policies and Procedures are made on an individual basis in accordance with these Policies and Procedures.

B. REGULAR EDUCATION INTERVENTIONS

Granite schools will document a history of failed classroom interventions and/or programs, which, however appropriate and correctly implemented, proved ineffective, before referring a

student for special education evaluation, including potentially eligible preschool age students who attend Head Start or any other school district-sponsored regular preschool program.

1. The primary purposes of this process shall be to assist in:
 - a. Identifying and establishing interventions and/or programs for students having educational difficulties.
 - b. Evaluating, monitoring, and documenting regular education interventions and/or programs.
 - c. Determining if failure of the interventions is due to a suspected disability.
2. If school personnel determine that referral for special education evaluation is necessary, a record of the results of the interventions implemented, including adjustments made, shall be attached to the referral and reviewed along with the student's previous school performance.
3. Granite School District has a system for managing this process.

C. INITIAL EVALUATION

If school personnel determine that the available regular education interventions and/or programs have been unsuccessful and there is reason to suspect that the student is eligible for special education and related services, the student shall be referred to special education services staff for a comprehensive evaluation.

1. Granite School District ensures that a full and individual initial evaluation is conducted for each student being considered for special education services to determine if the student is a "student with a disability" under Part B of the IDEA and Granite Policies and Procedures, and to determine the educational needs of the student. The results of the evaluation is used by the student's IEP team in meeting the IEP requirements in Granite Policies and Procedures.
2. Parental requests for evaluation shall be received and considered within a reasonable timeframe. The response may not be delayed due to the Granite's Response to Intervention process. The right of a parent to refer a student for evaluation shall not be denied or delayed by the procedures listed in the Regular Education Interventions section of UBE-SER. In the case of a parental referral, a summary of the student's academic and behavioral performance must be reviewed, and the student determined in need of evaluation prior to honoring a parent request for evaluation.

Note: Granite School District shall provide an initial special education assessment for children who enter the custody of the Division of Child and Family Services (DCFS), upon request by that division, for children whose school records indicate that they may have disabilities requiring special education services. The assessment shall be conducted within 30 calendar days of the request by the Division of Child and Family Services (53A-15-304.5).

3. Granite School District has written procedures in the Special Education Programs and Procedures Handbook, for making a referral for an individual evaluation and the actions to be taken on the referral.
4. Prior written notice must be provided, and written parental consent for evaluation must be obtained, before a student is evaluated. Once parental consent is received, the evaluation process will begin within a reasonable period of time.
5. A student referred from within the school district and being evaluated for the first time may not be placed in special education and/or receive special education and related services prior to the completion of the determination of eligibility for special education and related services and the completion of the IEP process.
6. **The initial evaluation:**
 - a. Must be conducted within 45 school days of receiving parental or adult student consent for the evaluation;, unless the initial evaluation was requested by DCFS, in which case it must be conducted within 30 calendar days (53A-15-304.5); and
 - b. Must consist of procedures to determine: (1) If the student is a student with a disability; and (2) The educational needs of the student.

The timeframe shall not apply if:

 - a. The parent of a student repeatedly fails or refuses to produce the student for the evaluation; or
 - b. The adult student repeatedly fails or refuses to participate in evaluation activities; or
 - c. A student enrolls in a school served by Granite School District after the relevant timeframe has begun, and prior to a determination by the student's previous LEA as to whether the student is a student with a disability
 - d. The exception in Rule II.D.3. applies only if the subsequent LEA is making sufficient progress to ensure a prompt completion of the evaluation, and the parent or adult student and subsequent LEA agree to a specific time when the evaluation will be completed.

D. EVALUATION PROCEDURES

Granite School District implements procedures that meet the evaluation requirements of Part B of the IDEA and Utah State Rules as follows:

1. Tests and other evaluation materials used to assess a student are selected and administered so as not to be discriminatory on a racial or cultural basis.
2. Tests and other evaluation materials are provided and administered in the student's native language or other mode of communication, unless it is clearly not feasible to do so.
3. Materials and procedures used to assess a student with limited English proficiency are selected and administered to ensure that they measure the extent to which the student has

a disability and needs special education, rather than measuring the student's English language skills.

4. A variety of assessment tools and strategies are used to gather relevant, functional, and developmental information about the student, including information provided by the parent, and information related to enabling the student to be involved in and progress in the general curriculum (or for a preschool student, to participate in appropriate activities) that may assist in determining:
 - a. Whether the student is a "student with a disability" under Part B of the IDEA, Utah State Rules, and Granite Policy and Procedures.
 - b. The content of the student's IEP.
5. Any standardized tests that are given to a student have been validated for the specific purpose for which they are used and are administered and interpreted by trained and knowledgeable personnel in accordance with any instructions/requirements provided by the producer of the tests. Personnel who do not have the proper credentials and training requirement for the specific assessment measures shall not administer assessments.
6. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (i.e., the method of test administration, the conditions of the testing session) must be included in the evaluation report.
7. Tests and other evaluation materials must include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
8. Tests are selected and administered to ensure that if a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
9. No single procedure may be used as the sole criterion for determining whether a student is a "student with a disability" and for determining an appropriate educational program for the student.
10. The student must be assessed in all areas related to the suspected disability including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
11. In evaluating each student with a disability under UBE-SER, the evaluation must be sufficiently comprehensive to identify all of the student's special education and related services needs, whether or not commonly linked to the disability category in which the student has been classified.
12. Granite School District will use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. Personnel must consider the publication date and continued validity of assessments in use when new editions are published.

13. Granite School District will use assessment tools and strategies that provide relevant information that directly assists evaluation team members in determining the educational needs of the student.
14. Granite School District will administer tests and other evaluation materials as required to produce the data the evaluation team determines are needed.
15. When conducting psychological evaluations, Granite School district will implement the parental or adult student consent requirements of UCA 53A-13-302 (Utah FERPA).

E. DETERMINATION OF NEEDED EVALUATION DATA

1. As part of an initial evaluation (if appropriate) and as part of any reevaluation, the evaluation team, including individuals required on the IEP team, including the parents, and other qualified professionals, as appropriate:
 - a. Reviews existing evaluation data on the student including:
 - (1) Evaluations and information provided by the parents of the student.
 - (2) Current classroom-based assessments and observations.
 - (3) Observations by teachers and related service providers.
 - b. On the basis of that review and input from the student's parents, identifies what additional data, if any, are needed to determine:
 - (1) Whether the student has a particular category of disability according to UBE-SER) or, in the case of a reevaluation, whether the student continues to have such a disability.
 - (2) The present levels of performance and educational needs of the student.
 - (3) Whether the student needs special education and related services, or in the case of reevaluation of a student, whether the student continues to need special education and related services.
 - (4) 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 and to participate, as appropriate, in the general curriculum.
2. The evaluation team described in this section may conduct its review without a meeting.
3. Conducts a reevaluation of each student in accordance with Granite Policy and Procedures, if conditions warrant a reevaluation, or if the student's parent or teacher requests a reevaluation, but at least once every three years.

4. Provides the results of any reevaluations to the student's IEP team to be used in reviewing and, as appropriate, revising the student's IEP.
5. As part of the reevaluation, if the evaluation team decides no additional data are needed to determine whether the student continues to be eligible for special education and related services:
 - a. Granite School District provides written notice to the student's parents:
 - (1) Of that determination and the reasons for it.
 - (2) Of the right of the parents to request an assessment to determine whether, for purposes of services under UBE-SER, the student continues to be a student with a disability.
 - b. The district is not required to conduct an assessment for purposes of determining the student's continuing eligibility, unless requested to do so by the student's parents.

F. DETERMINATION OF ELIGIBILITY

1. Upon completing the administration of tests and other evaluation materials, a group of qualified professionals and the parent of the student must determine whether the student is a "student with a disability" as defined in Part B of the IDEA, Utah State Rules, and Granite Policy and Procedures. When interpreting evaluation data for this purpose and determining the educational needs of the student, Granite District:
 - a. Ensures that the student may not be determined to be a "student with a disability" if the primary factor for such a determination is lack of instruction in reading or math or limited English proficiency, and the student does not otherwise meet the eligibility criteria under Utah State Rules.
 - b. Draws upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. All data sources must be documented and carefully considered.
 - c. Provides the parent with a copy of the evaluation report and documentation of determination of eligibility.
2. If a determination is made by the team that the student meets the eligibility criteria, an Individualized Education Program (IEP) shall be developed for the student within thirty (30) calendar days. Special education and related services do not begin and special education placement is not made before the IEP is developed.
3. Before determining that a student is no longer eligible for special education and related services, Granite School District conducts a formal evaluation of the student with a disability. An evaluation is not required before termination of a student's eligibility under Part B of the IDEA due to graduation with a regular high school diploma or reaching the age of twenty-two.

G. CATEGORICAL CRITERIA AND TESTS

This section specifies the criteria, by category, for determining eligibility for a student with disabilities under Part B of the IDEA, including evaluation procedures.

1. AUTISM

a. DEFINITION

A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects the student's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a student's educational performance is adversely affected primarily because the student has an emotional disturbance (as defined in USOE Rule II.G.2.). If a student manifests characteristics of the disability category autism after age 3, that student could be diagnosed as having autism if the criteria in this section are satisfied.

b. ELIGIBILITY CRITERIA

A multidisciplinary team of qualified professionals and the student's parents determine eligibility as defined above.

- (1) The autism must adversely affect the student's educational performance.
- (2) The student with autism must require special education and related services.
- (3) The team must determine that autism is the student's primary disability, although the student may exhibit characteristics of other disability conditions such as an emotional disturbance or intellectual disability.
- (4) To be eligible under this category, the student must exhibit significant impairments in social interaction, communication, and/or repetitive and stereotyped patterns of behavior.
 - (a) Significant impairment in social interaction includes, but is not limited to:
 - 1) Failure to use appropriate nonverbal behaviors like eye contact, facial expression, body postures, and other social gestures.
 - 2) Failure to develop peer relationships appropriate to developmental level.

- 3) A lack of spontaneous initiation to share interests, enjoyment, or achievements with other people.
- (b) Significant impairment in communication includes, but is not limited to:
 - 1) Delay in or lack of spoken language with no attempt to communicate through alternate modes such as gesture or mime.
 - 2) In individuals with adequate speech, an inability to initiate or sustain a conversation with others.
 - 3) Stereotyped and repetitive use of language or peculiar language.
 - 4) Lack of varied, spontaneous make-believe play, or social imitative play, appropriate to development level.
- (c) Significant restricted, repetitive, and stereotyped patterns of behavior, interests, and activities includes, but is not limited to:
 - 1) Restricted patterns that are atypical either in intensity or focus.
 - 2) Rigid adherence to specific, nonfunctional routines or rituals.
 - 3) Stereotyped and repetitive motor mannerisms (e.g. hand or finger flapping or twisting, or complex whole-body movement).
 - 4) Persistent preoccupation with people, events, or objects.
- (d) The requirements of Utah State Rules, Determination of Eligibility, are met.

c. EVALUATION

- (1) Multiple measures (formal and informal) including an autism checklist/rating scale must be used to assess intellectual, academic, communicative, social, and adaptive functioning.
- (2) The student's prior medical and developmental history from a qualified health professional must be on record regarding specific syndromes, health concerns, medication, and any information deemed necessary for planning the student's education program.
- (3) The requirements of Utah State Rules Evaluation Procedures and Determination of Needed Evaluation Data, are met.

2. COMMUNICATION DISORDER/ SPEECH/LANGUAGE IMPAIRMENT (SLI)

a. DEFINITION

A speech language impairment includes stuttering, impaired articulation, language impairment, or a voice impairment that adversely affects a student's educational performance.

b. ELIGIBILITY CRITERIA

A team of qualified professionals and the student's parents, including a qualified speech language pathologist, SLP, determines eligibility as defined above.

- (1) The SLI must adversely affect the student's educational performance.
- (2) The student with the SLI must require special education and related services.
- (3) Students who qualify in disability categories other than that of speech language may qualify for speech language services; however, in order for the student to be classified as having a speech language disorder, the team must determine that the speech language disorder is the student's primary disability.
- (4) In order for a student whose primary home language is other than English to be eligible for classification as speech language impaired, the team (including an SLP/CDS) must determine that the speech language disorder exists in the student's primary language and is not the result of learning English as a second language.
- (5) The student with an Orofacial Myofunctional Disorder or OMD (formerly called Tongue Thrust), may be served **only if there is an associated speech language disorder.**
- (6) Some students with mild hearing impairments may be classified as speech language disordered if the manifestation of the disability is only as a speech language disorder and the services of a teacher of the hearing impaired are not required.
- (7) The requirements of Utah State Rules, Determination of Eligibility, are met.

c. EVALUATION

Multiple measures (formal and informal) are required for a student suspected of having a communication disorder (primary disability or requiring related services).

- (1) The student must be evaluated by a qualified SLP/CDS using assessment instruments and procedures that are appropriate for the diagnosis and appraisal of a communication disorder.
- (2) Documentation must be provided that indicates that the student has a disorder in listening, reasoning, and/or speaking to such a degree that special education is needed.
- (3) A complete battery of assessments (e.g., intellectual, physical, or adaptive behavior) may not be needed to determine that a communication disorder exists. Needed assessments are determined by the team.
- (4) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

3. DEAFBLINDNESS

a. DEFINITION

Concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.

b. ELIGIBILITY CRITERIA

While there must be prior documentation by qualified professionals that a student has concomitant hearing and visual impairments the combination of which meet the definition above, only a team of qualified professionals and the student's parents determine eligibility under the deafblind category.

- (1) The deafblindness must adversely affect the student's educational performance.
- (2) The student with deafblindness must require special education and related services.
- (3) The team must determine that the student is a student with deafblindness, but the student may have other disabling conditions in addition to the vision and hearing losses.
- (4) A combination of the following must exist:
 - (a) Vision loss—Must include one or both of the following:
 - 1) Visual impairment that, with or without correction, adversely affects a student's ability to access visual information and to develop visual skills for educational performance. This may include partial/low vision or blindness.

- 2) Functional blindness or cortical visual impairment: When the visual structures are present and working, but the student does not attend, examine, utilize, or accurately process visual information from the environment on a consistent basis.
- (b) Hearing loss—Must include one or both of the following:
- 1) Hearing impairment that, with or without amplification, adversely affects a student’s ability to access auditory information and the development of language and communication for educational performance. This may include hard of hearing or deafness.
 - 2) Functional hearing loss, cortical deafness, or central auditory processing dysfunction: When the hearing structures are present and working, but the student does not attend, respond, localize, or accurately process information about the environment on a consistent basis.

c. EVALUATION

Multiple measures (formal and informal) must be used to assess vision and hearing and all areas of suspected deficits. The evaluation must include and take into consideration the impact of the combined vision and hearing losses. Evaluation must be both clinical and functional assessment.

- (1) Areas of evaluation must include:
- (a) Audiological evaluation.
 - 1) Clinical—Audiometric testing may include:
 - a) Puretone audiometric testing yielding threshold results; aided threshold evaluations yielding aid threshold results; speech audiometric tests yielding speech discrimination scores and speech reception thresholds; and proper functioning, fitting and follow-up of hearing aids.
 - b) Otoacoustic Emmittance Testing (OAE).
 - c) Auditory Brainstem Response (ABR) audiometry.
 - 2) Functional assessment of auditory abilities.
 - (b) Vision evaluation.

- 1) Ophthalmological testing.
 - a) Clinical assessment of visual acuity, visual field, fixation and movement, refractive errors, and health of the eye structure.
 - b) Additional diagnostic tests such as Visual Evoked Response (VER), Magnetic Resonance Imaging (MRI), and Electroretinogram (ERG).
- 2) Functional assessment of visual abilities.

d. **EDUCATIONAL EVALUATION**

- (1) The team must consider and evaluate, if appropriate:
 - (a) Language and communication needs.
 - (b) Current and future needs for instruction in braille or the use of braille.
 - (c) Orientation and Mobility (O&M) needs.
 - (d) Accommodations and modifications necessary for the student to be able to access the general curriculum and other activities.
 - (e) Assistive technology needs.
- (2) The requirements of Utah State Rules, Evaluation procedures and Determination of Needed Evaluation, are met.

4. **DEVELOPMENTAL DELAY**

a. **DEFINITION**

A significant delay or deficit in one or more of the following areas: (1) physical development, (2) cognitive development, (3) communication development, (4) social or emotional development, or (5) adaptive development.

For this reason, the student needs special education and related services. This definition applies only to students ages 3 through 7, in accordance with Utah State Rules.

Granite District uses the classification of Developmental Delay as defined by Utah State Rules.

b. **ELIGIBILITY CRITERIA**

The team of qualified professionals and the student's parents determine eligibility as defined above.

- (1) The team must determine that the student's primary disability is not one of the other disability categories. When adequate evaluation data are available, children must be classified in one of the other specific disabilities categories.
- (2) The developmental delay must adversely affect the student's educational performance.
- (3) The student with developmental delay must require special education and related services.
- (4) Students who are eligible for services include students who have been diagnosed as having a significant delay or deficit in one or more of the following areas: (a) cognitive development, (b) physical/motor development, (c) **communication** development, (d) social/emotional development, or (e) **adaptive development**.
- (5) Significant delays are defined as:
 - (a) 1.5 standard deviations below the mean, or at or below the 7th percentile in three areas of development.
 - (b) 2.0 standard deviations below the mean, or at or below the 2nd percentile in two areas of development.
 - (c) 2.5 standard deviations below the mean, or at or below the 1st percentile in one area of development.
- (6) The requirements of Utah State Rules, Determination of Eligibility, are met.

c. **EVALUATION**

- (1) Multiple measures (formal and informal) must be used to assess the areas of suspected delay.
- (2) Assessments selected must be appropriate for students ages 3 through 7 and based upon a student's sensory limits.
- (3) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

5. EMOTIONAL DISTURBANCE

a. **DEFINITION**

A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a student's educational performance:

- (1) An inability to learn that cannot be explained by intellectual, sensory, or health factors.

- (2) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- (3) Inappropriate types of behavior or feelings under normal circumstances.
- (4) A general pervasive mood of unhappiness or depression.
- (5) A tendency to develop physical symptoms or fears associated with personal or school problems. The term includes schizophrenia. The term does not apply to students who are socially maladjusted, unless it is determined that they have an emotional disturbance.

“Emotional disturbance” is used as a generic term to cover two types of behavior difficulties which are not mutually exclusive but which adversely affect educational performance:

- (1) **Externalizing** refers to behavior problems that are directed outwardly by the student towards the social environment and usually involves behavioral excesses.
- (2) **Internalizing** refers to a class of behavior problems that are directed inwardly and often involve behavioral deficits.

b. **ELIGIBILITY CRITERIA.**

A team of qualified professionals and the student’s parents determine eligibility as defined above.

- (1) The emotional disturbance must adversely affect the student’s educational performance.
- (2) The student with the emotional disturbance must require special education and related services.
- (3) The team must determine that an emotional disturbance is the primary disability.
- (4) Before classifying a student as emotionally disturbed, it must be determined that the student is not behaving as an emotionally disturbed student because of: (a) an inappropriate classroom discipline system, (b) breakdown of classroom discipline, (c) inappropriate academic instruction or materials, (d) vision or hearing impairments, or (e) other medical conditions.
- (5) Disclaimer information may include data in cumulative records, interviews, classroom observations and/or evaluations.
- (6) The requirements of Utah State Rules, Determination of Eligibility, are met.

c. **EVALUATION**

Multiple measures (formal and informal) must be used to assess behavioral, social, and academic areas and must include the following:

- (1) Documentation which demonstrates that the behavior has been exhibited over a long period of time and to a marked degree that adversely affects the student's educational performance.
- (2) Educational observations of the student which include at least three (3) fifteen-minute observations on referring behavior pinpoints. A student who is not disabled and who is not being referred must be selected and observed in the same setting on the same behavior pinpoints as the referred student for comparison. An assigned member of the evaluation team other than the student's regular classroom teacher will make the educational observations. (These observations are required only for initial evaluation for classification, not for reevaluation, but may be determined needed by the IEP team.)
- (3) Complete documentation in the student's records in each of the following areas:
 - (a) Academic performance as evidenced by achievement tests, classroom academic screenings and tests, report cards, cumulative records, etc.
 - (b) Social/adaptive behavior checklists or rating scales, which provide information regarding the student's past and present patterns of interaction with peers, family, teachers, adults, etc.
 - (c) Behaviors for which the student is referred.
- (4) The requirements of UBE-SER, Evaluation Procedures, and Determination of Needed Evaluation Data, are met.

6. HEARING IMPAIRMENT/DEAFNESS A "hearing impairment" is a generic classification of hearing loss, including the terms "deafness" and "hearing impairment".

a. **DEFINITIONS**

- (1) **DEAFNESS** A hearing impairment so severe that the student is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a student's educational performance.
- (2) **HEARING IMPAIRMENT** A hearing impairment, whether permanent or fluctuating, which adversely affects a student's educational performance, but that is not included under the definition of deafness.

b. **ELIGIBILITY CRITERIA**

A team of qualified professionals and the student's parents determine eligibility under the hearing, impairment/deafness category.

- (1) The hearing impairment must adversely affect the student's educational performance.
- (2) The student with the hearing impairment must require special education and related services.
- (3) The team must determine that the hearing impairment is the primary disability.
- (4) Measurements in terms of decibels or percentages, discrimination scores, type of hearing loss, site of lesion, etc., serve only as guidelines in the eligibility process.
- (5) Before classifying a student as having deafness or a hearing impairment, the team must determine whether learning needs exist, other than those directly related to the loss of hearing.
- (6) Before classifying a student as deaf or having a hearing impairment, the team must take into account whether a central nervous system impairment or other impairments may be the cause of the hearing loss.
- (7) The requirements of Utah State Rules, Eligibility Determination, are met.

c. **EVALUATION**

Multiple measures (formal and informal) are required for a student suspected of having a hearing impairment.

- (1) Areas of evaluation must include:
 - (a) Audiological evaluation.
 - 1) Audiometric testing may include: puretone audiometric testing, yielding threshold results; aided threshold evaluations, yielding aid threshold results; speech audiometric tests, yielding speech discrimination scores and speech reception thresholds; and proper functioning, fitting, and follow-up of hearing aids.
 - 2) Auditory functioning may include: awareness, attention, localization, discrimination, memory, brainstem-evoked response, immittance, and otoacoustic emissions.
 - (b) Language growth and development (signed, spoken, or written), must be evaluated by qualified personnel using assessment

instruments and procedures that are appropriate for the diagnosis and appraisal of the suspected hearing impairment.

(c) Speech and language evaluation.

3) Speech intelligibility may be evaluated by: phonetic evaluation, suprasegmental features (vocalization, vocal duration, vocal intensity, vocal pitch), and articulation of segmental features (vowels, diphthongs, consonants, blends).

4) Linguistic Evaluation (vocalizations as specified in (c)1 above, within linguistic structure).

5) Language and communication mode.

(d) Academic achievement.

(2) Other areas of evaluation to consider, as appropriate, include:

(a) Intellectual ability. When intellectual ability is assessed, results must be interpreted by qualified personnel.

(b) Adaptive behavior, as gathered from parents and school staff.

(3) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

7. INTELLECTUAL DISABILITY

a. DEFINITION

Significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a student's educational performance.

b. ELIGIBILITY CRITERIA

A team of qualified professionals and the student's parents determine eligibility as defined above.

(1) The intellectual disability must adversely affect the student's educational performance.

(2) The student with the intellectual disability must require special education and related services.

(3) The team must determine that an intellectual disability is the primary disability.

- (4) Intellectual, academic, and adaptive assessment results are expected to demonstrate consistently low profiles across measures.
- (5) The requirements of Utah State Rules, Eligibility Determination, are met.

c. **EVALUATION**

Multiple measures (formal and informal) are required for a student suspected of having an intellectual disability. Evaluation requires:

- (1) The student's language and motor skills must be considered in the selection of evaluation instruments.
- (2) Intellectual evaluation.
 - (a) An individual major test of intelligence must be administered by a qualified examiner. Documentation must be provided which indicates significant subaverage intellectual functioning (generally two standard deviations) on the full-scale score.
 - (b) If verbal or performance scores are significantly discrepant from each other, further evaluation must be conducted to determine the reason for the discrepancy and to ensure that the student is actually manifesting an intellectual disability.
- (3) Documentation of academic achievement as measured by achievement tests, classroom academic screenings and tests, report cards, cumulative records, etc.
- (4) Documentation of significant deficits in adaptive behavior as measured by standardized and/or curriculum-based assessments must be gathered from parents and school staff.
- (5) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

8. MULTIPLE DISABILITIES

a. **DEFINITION**

Concomitant impairments (such as intellectual disability-blindness; intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deafblindness.

b. **ELIGIBILITY CRITERIA**

A team of qualified professionals and the student's parents determine eligibility as defined above.

- (1) The multiple disability must adversely affect the student's educational performance.
- (2) The student with a multiple disability must require special education and related services.
- (3) The requirements of UBE-SER, eligibility determination, are met.

c. **EVALUATION**

Multiple measures (formal and informal) must be used to assess cognitive ability, academic skills, adaptive skills, language and communication, social functioning (such as self-help and independent living skills), vocational skills, and sensory/motor skills. The evaluation process is determined by the evaluation team and must include a combination of tests, interviews with those familiar with the student, and observations conducted in settings familiar to the student.

- (1) Cognitive ability must be assessed by a qualified examiner. Traditional approaches to assessing cognitive ability may be of limited value for some students who are suspected of having a multiple disability.
- (2) The use of assisted and augmentative communication and motor systems must be considered during the evaluation and documented.
- (3) The student's prior medical history, from a qualified health professional, must be on record regarding specific syndromes, special health problems (e.g., tracheotomy), medication, and long-term medical prognosis for the individual.
- (4) The following sensory/motor areas must be considered for evaluation: (a) abnormal tactile or joint sensation, (b) abnormal muscle tone and movement, (c) lack of integration of primitive reflexes, (d) lack of balance or coordination, (e) organization of sequential motor movement, (f) motor skills, **or** (g) a combination of any of the above.
- (5) Where deficits in adaptive behavior are suspected, they must be measured and documented on standardized and/or curriculum-based assessments with input from parents and school staff.
- (6) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data are met.

9. ORTHOPEDIC IMPAIRMENT

a. **DEFINITION**

A severe orthopedic impairment that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly

(e.g., clubfoot, absence of some member, etc.), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

b. ELIGIBILITY CRITERIA

A team of qualified professionals and the student's parents determine eligibility as defined above.

- (1) The orthopedic impairment must adversely affect the student's educational performance.
- (2) The student with the orthopedic impairment must require special education and related services.
- (3) The team must determine that the orthopedic impairment is the student's primary disability.
- (4) The requirements of Utah State Rules, Eligibility Determination, are met.

c. EVALUATION

- (1) The student's prior medical history, from a qualified health professional, must be on record regarding specific syndromes, health concerns, medication, and any information deemed necessary for planning the student's educational program.
- (2) Multiple measures (formal and informal) must be used to assess all areas of the suspected deficits (e.g., educational, adaptive, behavioral, physical).
- (3) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

10. OTHER HEALTH IMPAIRMENT

a. DEFINITION

Limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia, that adversely affects a student's educational performance.

b. ELIGIBILITY CRITERIA

A team of qualified professionals and the student's parents determine the eligibility as defined above.

- (1) The health impairment must adversely affect the student's educational performance.
- (2) The student with the health impairment must require special education and related services.
- (3) The team must determine that the other health impairment is the student's primary disability.
- (4) The requirements of Utah State Rules, Eligibility Determination, are met.

c. **EVALUATION**

- (1) The student's prior medical history, from a qualified health or mental health professional, must be on record regarding specific syndromes, health concerns, medication, and any information deemed necessary for planning the student's educational program.
- (2) Multiple measures (formal and informal) must be used to assess all areas of suspected deficits (e.g., educational, adaptive, behavioral, physical).
- (3) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

11. SPECIFIC LEARNING DISABILITIES

a. **DEFINITION**

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

b. **ELIGIBILITY CRITERIA**

- (1) A team of qualified professionals, including the student's parents and the following individuals, determines eligibility as defined above:
 - (a) The student's regular teacher, or if the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of his or her age.
 - (b) For a student of less than school age, an individual qualified by the USOE to teach a student of his or her age.

- (c) At least one person qualified to conduct and interpret individual diagnostic examinations of students, such as a school psychologist, speech-language pathologist, or reading specialist.
- (2) The learning disability must adversely affect the student's educational performance.
- (3) The student with the learning disability must require special education and related services.
- (4) The team must determine that the learning disability is the primary disability.
- (5) The student must score above the intellectual disabilities range on individually administered tests of intellectual ability.
- (6) The student does not achieve commensurate with his/her age and ability levels if provided with learning experiences appropriate for the student's age and ability levels in one or more of the areas listed in this section despite the systematic implementation of evidenced-based intervention.
- (7) A severe discrepancy must exist between achievement and intellectual ability in one or more of the areas listed in this section.
- (8) The severe discrepancy between achievement and intellectual ability must not be primarily the result of a visual, hearing, or motor disability, intellectual disability, emotional disturbance, or environmental, cultural, or economic disadvantage.
- (9) The requirements of Utah State Rules, Eligibility Determination, are met.

c. **EVALUATION**

Granite School District utilizes a combination of **RtI** and **Discrepancy** methods to evaluate a student under the category of SLD, called the **Combination** method.

RtI is a process based on the student's response to scientific, research-based intervention which shows the student does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in Rule II.J.10.b.(3)(a) when using a process based on the student's response to scientific, research-based intervention (the team must refer to the *USBE Specific Learning Disability Eligibility Guidelines* when using this method).

Discrepancy method identifies that the student's scores demonstrate that a severe discrepancy exists between the student's achievement and intellectual ability in one or more of the areas of specific learning disability listed under Rule II.J.10.b.(3)(a). This option is only available until July 1, 2019.

Multiple measures (formal and informal) are required for a student suspected of having a learning disability.

- (1) Intellectual ability must be determined using one of the reliable, valid, individually administered, and standardized instruments.
- (2) Achievement must be measured in one or more of the seven learning areas identified in Part B of the IDEA.

These include: (a) oral expression, (b) listening comprehension, (c) written expression, (d) basic reading skills, (e) reading fluency, (f) reading comprehension (g) mathematics calculation, and (h) mathematical problem solving.

- (3) An observation of the student's academic performance in the regular classroom setting must be conducted by at least one team member other than the student's regular teacher. In the case of a student not in school, or less than school age, a team member must observe the student in an appropriate environment for a student of that age.
- (4) Each identified deficit must be confirmed by at least two measures of achievement (e.g., a standardized instrument and a classroom observation in the area(s) of suspected disability). One measure must be an individually administered standardized instrument that specifically assesses the achievement area.
- (5) Scores from the standardized measures in one or more areas of achievement must be compared to the score of intellectual ability. This comparison must use the LD Estimator Disk to determine whether a severe discrepancy exists. Results of the comparisons must be documented.
- (6) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.
- (7) The team must prepare a written report of the results of the evaluation. The report must include statements of the following:
 - (a) Documentation that the student meets the state eligibility requirements as a student with a specific learning disability.
 - (b) The basis for making the determination.
 - (c) The relevant behavior noted during the observation of the student and the relationship of that behavior to the student's academic functioning.
 - (d) A description of the instructional environment in which the observation took place.

- (e) The educationally relevant medical findings, if any.
- (f) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services.
- (g) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (h) The written signature of each team member certifying whether the team report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

12. TRAUMATIC BRAIN INJURY

a. DEFINITION

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

b. ELIGIBILITY CRITERIA

While there must be prior documentation by a physician that a student has an acquired injury to the brain caused by an external physical force, a team of qualified professionals and the student's parents determine eligibility.

- (1) The traumatic brain injury must adversely affect the student's educational performance.
- (2) The student with the traumatic brain injury must require special education and related services.
- (3) The team must determine that traumatic brain injury is the student's primary disabling condition.
- (4) The requirements of Utah State Rules, Eligibility Determination, are met.

c. EVALUATION

- (1) Multiple measures (formal and informal) must be used to assess all areas of suspected deficits. Informal assessment and diagnostic teaching must be part of the full evaluation. Data that are gathered must include

information on the student's developmental history and/or pre-injury learning.

- (2) The student's prior medical history, from a qualified health professional, must be on record regarding specific syndromes, health concerns, medication, and any information deemed necessary for planning the student's education program.
- (3) Although other evaluations could be considered, the following areas must be considered for evaluation: (a) augmentative communication assistive service needs, (b) rehabilitative team evaluations, (c) self-help/adaptive behavior, (d) academic, (e) speech/language, (f) social skills and classroom behavior, (g) intellectual/cognitive, (h) vocational (secondary students), and (i) gross/fine motor skills.
- (4) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

13. VISUAL IMPAIRMENT

a. DEFINITION

An impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness.

b. ELIGIBILITY

While the student's vision history, **including a recent vision report**, from a qualified eye care professional, must be on record, a team of qualified professionals and the student's parents determine eligibility as defined above.

- (1) The visual impairment must adversely affect the student's educational performance.
- (2) The student with a visual impairment requires special education and related services.
- (3) The team must determine that the visual impairment is the student's primary disability.
- (4) The requirements of Utah State Rules, Eligibility Determination, are met.
- (5) When classifying a student as visually impaired, the IEP team must consider whether other impairments interfere with the comprehension of visual and/or auditory stimuli.

c. EVALUATION

- (1) A description of the student's visual impairment and visual capabilities must be on record from a qualified eye care professional.

- (2) Multiple measures (formal and informal) must be used to assess all areas of suspected deficits (e.g., educational, adaptive, behavioral, physical).
- (3) A qualified professional must assess:
 - (a) The kind and extent of instruction needed, based on the student's present level of performance, including the functioning level of the student in adjusting to visual problems and gaining educational and social successes.
 - (b) The student's current and future need for instruction in braille or the use of braille.
- (4) Orientation and Mobility (O&M) must be assessed if the student is determined to be blind or visually impaired.
- (5) The requirements of Utah State Rules, Evaluation Procedures and Determination of Needed Evaluation Data, are met.

III. SERVICE DELIVERY

A. INDIVIDUALIZED EDUCATION PROGRAM (IEP)

Granite policy and Procedures along with the Granite Special Education Programs and Procedures Handbook outlines how IEP requirements in Granite District is consistent with Part B of the IDEA and the Utah Special Education Rules.

B. WHEN IEPs MUST BE IN EFFECT

1. At the beginning of each school year, Granite has an Individualized Education Program (IEP) in effect for each student with a disability ages 3 through 21 within its jurisdiction. An IEP is a written statement for a student with a disability that is developed, reviewed, and revised in a meeting in accordance with District Policies and Procedures.
2. An Individualized Education Program (IEP) is:
 - a. In effect before special education and related services are provided to an eligible student.
 - b. Implemented as soon as possible following the IEP meeting in which it is developed.

NOTE: It may be appropriate to have a short delay in implementing the IEP only when:

- (1) The IEP meetings occur at the end of the school year or during the summer, and the IEP team determines that the student does not need special education and related services until the next school year begins.
 - (2) When there are circumstances that require a short delay in the provision of services (e.g., finding a qualified service provider, or making transportation arrangements for the student).
3. The student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service providers who are responsible for its implementation for the specific child.
 4. Each teacher and provider described in this section must be informed of:
 - a. His or her specific responsibilities related to implementing the student's IEP.
 - b. The specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.

C. DIAGNOSTIC IEPs AND TRANSFER STUDENTS WITH IEPs

1. An “eligible” student with a disability may be temporarily placed in a program as part of the evaluation process, before the IEP is finalized, to assist Granite School District in determining the appropriate placement for the student. In order for a temporary placement to be made, the following conditions are met:
 - a. Prior written notice is given and parental consent obtained.
 - b. An interim IEP is developed which describes the special education services to be provided and evaluations to be completed.
 - c. An IEP meeting is conducted prior to the end of the diagnostic period, in order to finalize the IEP.
 - d. The temporary diagnostic placement of an eligible student with a disability in a program, as part of the evaluation process, does not exceed thirty (30) days.

2. If a student with a disability who has been receiving special education from another district in the state transfers to Granite School District, the District ensures that the student receives FAPE while continued eligibility is determined by Granite School District.
 - 1 Granite School District ensures that the student has a temporary diagnostic or permanent IEP in effect before providing special education and related services. The District meets this responsibility by either adopting the IEP the sending district developed for the student or by developing a new temporary or permanent IEP for the student.
 - 2 Before the student’s IEP is finalized, Granite School District provides interim services agreed upon by both the parents and the District, and as documented in a temporary IEP.
 - 3 If the parents and Granite School District are unable to agree on an interim IEP and placement, the District will implement the old IEP to the extent possible until a new IEP is developed and implemented.
 - 4 If it is determined by the team that the student is not eligible for special education and related services, Granite School District is not required to conduct an IEP meeting, but provides parents with prior written notice of the determination.

3. In general, Granite School District conducts an IEP meeting, but it would not be necessary if:
 - a. A copy of the student’s current IEP is available.
 - b. The parents indicate that they are satisfied with the current IEP.
 - c. Granite School District determines that the current IEP is appropriate and can be implemented as written.

4. If the student's current IEP is not available or Granite School District or the parent believes that it is not appropriate, the District develops a new IEP through appropriate procedures as soon as possible after the student enrolls in Granite School District

D. DISTRICT RESPONSIBILITY FOR IEP MEETINGS

1. Granite School District is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability, ages 3 through 21, consistent with State Rules.
2. Within a reasonable period of time from Granite School District's receipt of parental consent to an initial evaluation of a student, the District ensures that:
 - a. The student is evaluated.
 - b. If determined eligible under State Rules, special education and related services are made available to the student in accordance with an IEP.
3. A meeting to develop an IEP for the student is conducted within 30 days of a determination that the student needs special education and related services.

E. IEP TEAM MEMBERSHIP

Granite School District ensures that the IEP team for each student with a disability includes:

1. The parents of the student.
2. At least one regular education teacher of the student (if the student is or may be participating in the regular education environment).
3. At least one special education teacher of the student or, if appropriate, at least one special education provider of the student.
4. A representative of Granite School District who:
 - a. Is knowledgeable about the availability of resources of the District.
 - b. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities.
 - c. Is knowledgeable about the general curriculum.

A Granite School District administrator may designate another member of the IEP team to also serve as the LEA representative, if the above criteria are satisfied.

5. An individual who can interpret the instructional implications of evaluation results, who may be another member of the team described in this section.
6. At the discretion of the parent or the District, other individuals who have knowledge or special expertise regarding the student, including related services personnel or other service providers as appropriate. The determination of the knowledge or special

expertise of any individual described in this section shall be made by the party (parents or District) who invited the individual to be a member of the IEP team. This may include an authorized representative from USDB, when the need for USDB services are anticipated or needed.

7. If appropriate, the student.
8. **If a purpose of the IEP meeting will be consideration of transition services needs, needed transition services, or both**, the District invites a student of any age to attend. If the student does not attend, the District takes steps to ensure that the student's preferences and interests are considered.
9. The District invites a representative of any other agency that is likely to be responsible for providing or paying for transition services. If an agency invited to send a representative to a meeting does not do so, the District takes other steps to obtain participation of the other agency in the planning of any transition services.
10. **Signatures on an IEP denote participation of IEP team members in the development of the IEP.**

F. PARENT PARTICIPATION

1. Granite School District takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP meeting, or are afforded the opportunity to participate, including:
 - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend.
 - b. Scheduling the meeting at a mutually agreed on time and place.
2. If neither parent can attend, the District uses other methods to ensure parent participation, including individual or conference telephone calls.
3. A meeting may be conducted without a parent in attendance if Granite School District is unable to convince the parents that they should attend. In this case, the District has a record of its attempts to arrange a mutually agreed on time and place, such as:
 - a. Detailed records of telephone calls made or attempted and the results of those calls.
 - b. Copies of correspondence sent to the parents and any responses received.
 - c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.
4. Granite School District takes whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an qualified interpreter for parents with deafness or whose native language is other than English.

5. The parents of a student with a disability are expected to be equal participants along with school personnel in developing, reviewing, and revising the IEP for their student. This is an active role in which the parents:
 - a. Provide critical information regarding the strengths of their child and express their concerns for enhancing the education of their child.
 - b. Participate in the discussion about the student's need for special education and related services and supplementary aids and services.
 - c. Join with the other participants in deciding how the student will be involved and progress in the general curriculum and participate in state and districtwide assessments, and what services Granite School District will provide to the student and in what setting.
6. Granite School District gives the parents a copy of the IEP, without charge.

G. NOTICE OF IEP MEETINGS

1. Granite School District notifies a parent using their "Prior Notice" form unless a letter is more appropriate for the situation. The District maintains a written record of its efforts to contact parents.
2. The notice indicates the purpose, time, and location of the meeting and who will be in attendance. The notice also informs the parents of the provisions relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the student.
3. For a student with a disability, beginning at age 14, or younger, if appropriate, the notice also:
 - a. Indicates that a purpose of the meeting will be the development of a statement of the transition services needs of the student.
 - b. Indicates that the student will be invited.
4. For a student with a disability, beginning at age 16, or younger, if appropriate, the notice:
 - a. Indicates that a purpose of the meeting is the consideration of needed transition services for the student.
 - b. Indicates that the student will be invited.
 - c. Identifies any other agency that will be invited to send a representative.
5. Granite School District provides notice of the IEP meeting to both the student and the parents for students who have reached the age of majority, or are emancipated and have not been declared incompetent by the courts.

H. DEVELOPMENT, REVIEW, AND REVISION OF THE IEP

Nothing in this section requires the IEP team to include information under one component of a student's IEP that is already contained under another component of the student's IEP.

1. Development of the IEP

a. In developing each student's IEP, the IEP team considers:

- (1) The strengths of the student and the concerns of the parents for enhancing the education of their child.
- (2) The results of the initial or most recent evaluation of the student and, as appropriate, the results of the student's performance on any general state- or district-wide assessments.

b. The IEP team, in conducting a meeting to review and, if appropriate, revise a student's IEP, considers the factors described below:

- (1) In the case of a student whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior. When making decisions on interventions for decreasing student behavior, the IEP team is referred to the selection of "Least Restrictive Behavioral Interventions" (LRBI), for use with Students with Disabilities. The purpose of the LRBI is to provide guidance for making decisions on the use of interventions for decelerating behavior. Emergency safety interventions may only be included in an IEP as a planned intervention when the IEP team agrees that less restrictive means which meet circumstances in R277-608 have been attempted, an FBA has been conducted, and a positive behavior intervention plan based on data analysis has been developed and implemented (R277-609). When an emergency situation occurs that requires the immediate use of moderately or highly intrusive interventions, or an emergency safety intervention to protect the student or others from harm, the staff shall comply with requirements in R277-609 with regards to time limitations and submit the emergency contact information to the LEA and notify the student's parent(s) within 24 hours parental or adult student notification.
- (2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's IEP.
- (3) 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.

- (4) 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.
 - (5) Consider whether the student requires assistive technology devices and services in order to receive Free and Appropriate Public Education (FAPE). Assistive technology devices and assistive technology services for students with disabilities may be provided as special education, related services, or, in the case of students with disabilities to be educated in regular classes, as supplementary aids and services.
 - (6) On a case-by-case basis, the use of school-purchased assistive technology devices in a child's home or in other settings is required if the child's IEP team determines that the child needs access to those devices in order to receive FAPE.
 - (7) Consider whether the student requires ESY services.
 - c. If, in considering the special factors described above, the IEP team determines that a student needs a particular device or services for educational purposes (including an intervention, accommodation, or other program modification) in order for the student to receive FAPE, the IEP team includes a statement to that effect in the student's IEP.
 - d. The IEP, not the disability classification, determines the services to be provided.
2. Granite School District ensures that the IEP team reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved, and revises the IEP as appropriate to address:
 - a. Any lack of expected progress toward the annual goals described in the IEP and in the general curriculum, if appropriate.
 - b. The results of any reevaluation conducted.
 - c. Information about the student provided to, or by, the parents.
 - d. The student's anticipated needs.
 - e. Other matters.
3. The regular education teacher of the student with a disability, as a member of the IEP team, to the extent appropriate, participates in the development, review, and revision of the student's IEP, including assisting in:
 - a. The determination of appropriate positive behavioral interventions and strategies for the student.

- b. The determination of supplementary aids and services, program modifications, or supports for school personnel that will be provided for the student consistent with the IEP.
- 4. A single, coordinated education and treatment plan is developed for each student with a disability who requires special services from both the public schools and other state agencies.

I. CONTENT OF THE IEP

The IEP for each student includes:

- 1. A statement of the student's present levels of educational performance, including:
 - a. How the student's disability affects the student's involvement and progress in the general curriculum.
 - b. For a preschool student, as appropriate, how the disability affects the student's participation in appropriate activities. Appropriate activities in this context, refers to age-relevant developmental abilities or milestones that typically developing children of the same age would be performing or would have achieved.
- 2. A statement of measurable annual goals, including benchmarks or short-term objectives, related to:
 - a. Meeting the student's needs that result from the student's disability to enable the student to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or for preschool students, as appropriate, to participate in appropriate activities.
 - b. Meeting each of the student's other educational needs that result from the student's disability.
- 3. A statement of the special education and related services and supplementary aids and services to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided for the student:
 - a. To advance appropriately toward attaining the annual goals.
 - b. To be involved and progress in the general curriculum in accordance with UBE-SER, and to participate in extracurricular and other nonacademic activities.
 - c. To be educated and participate with other students with disabilities and nondisabled students in the activities described in this Policy

4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in the activities.
5. A statement of any individual modifications in the administration of state or districtwide assessments of student achievement that are needed in order for the student to participate in the assessment. For eligible students with significant cognitive impairments, if the IEP team determines that the student will participate in the alternate assessment, a statement of:
 - a. Why the typical assessment is not appropriate for the student.
 - b. How the student's academic achievement will be measured through an assessment of the grade-level Utah alternate achievement standards,
 - c. How participation in such alternate achievement assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma
6. The projected date for the beginning of the services and modifications described in UBE-SER and the anticipated frequency, location, and duration of those services and modifications.
7. A statement of:
 - a. How the student's progress toward the annual goals will be measured.
 - b. How the student's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled students' progress of:
 - (1) Their student's progress toward the annual goals.
 - (2) The extent to which that progress is sufficient to enable the student to achieve the goals by the end of the year.
8. A statement of transition services.
 - a. For each student, beginning at age 14 (or younger if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program).
 - b. For each student, beginning at age 16, (or younger if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
9. Beginning at least one year before a student's 18th birthday, the IEP includes a statement that the student has been informed of his or her rights under Part B of the IDEA, if any,

that will transfer to the student on reaching the age of 18, consistent with Utah State Rules.

11. When a specific accommodation is necessary for a student to have access to his or her regular education, such an accommodation may be documented on a separate Section 504 accommodation plan and/or the IEP.
11. The signatures and titles of all IEP meeting participants and the date each one signed.

J. TRANSITION SERVICES

1. For purposes of Granite School District Policies and Procedures, “transition services” means a coordinated set of activities for a student with a disability that:
 - a. Are designed within an outcome-oriented process, that promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
 - b. Are based on the individual student’s needs, taking into account the student’s preferences and interests.
 - c. Includes:
 - (1) Instruction.
 - (2) Related services.
 - (3) Community experiences.
 - (4) The development of employment and other post-school adult living objectives.
 - (5) If appropriate, acquisition of daily living skills and functional vocational evaluation.
 - d. May be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.
2. As used in District Policies and Procedures, “participating agency” means a state or local agency other than Granite School District responsible for the student’s education that is financially and legally responsible for providing transition services to the student. Agency responsibilities for transition services are as follows:
 - a. Any participating agency, including a state vocational rehabilitation agency, is not relieved of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

- b. If a participating agency, other than the District, fails to provide the transition services described in the IEP in accordance with Utah State Rules, the District will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

K. PHYSICAL EDUCATION

Physical education services, specially designed if necessary, are made available to every student with a disability receiving FAPE. Each student with a disability is afforded the opportunity to participate in the regular physical education program available to nondisabled students unless:

1. The student is enrolled full time in a separate facility.
2. The student needs specially designed physical education as prescribed in the student's IEP.

If specially designed physical education is prescribed in a student's IEP, the Granite School District provides the services directly.

Granite School District ensures that a student with a disability enrolled in a separate facility receives appropriate physical education services in compliance with Utah State Rules.

L. ASSISTIVE TECHNOLOGY

1. Granite School District ensures that assistive technology devices or assistive technology services, or both, are made available to a student with a disability if required as part of the student's special education, related services, or supplementary aids and services as specified in District Policies and Procedures.
2. On a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or in other settings is required if the student's IEP team determines that the student needs access to those devices in order to receive FAPE.

M. EXTENDED SCHOOL YEAR SERVICES (ESY)

1. Extended school year services are special education and related services that are provided to a student with a disability: (a) beyond the normal school year of the student's school program, (b) in accordance with the student's IEP, (c) at no cost to the parents of the student, and (d) meet the standards of the USOE.
2. Granite School District provides extended school year services as necessary to provide FAPE, consistent with Utah State Rules.
3. Extended school year services must be provided **only if** a student's IEP team determines, on an individual basis through the IEP process, that the services are necessary for the provision of FAPE to the student.
4. In implementing ESY requirements, the District does not:
 - a. Limit extended school year services to particular categories of disability.

- b. Unilaterally limit the type, amount, or duration of those services.

N. NONACADEMIC SETTINGS, EXTRACURRICULAR ACTIVITIES AND SERVICES

1. In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities in Rule III.V, Granite School District ensures that each student with a disability participates with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the needs of that student.
2. Granite School District ensures that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.
3. Note: A student with disabilities (under the age of 20 who has not graduated from high school with a regular high school diploma, whose IEP team recommends participation) may not be denied the opportunity of participating in public school programs or extracurricular activities solely because of the student's age, unless the participation threatens the health or safety of the student. Granite School District, in cooperation with the Utah Department of Health, shall establish criteria used to determine the health and safety factor (53A-15-303.5).
4. Granite School District takes steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford students with disabilities an equal opportunity for participation in those services and activities.
5. Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by Granite School District, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment.

O. STUDENTS WITH DISABILITIES CONVICTED AS ADULTS AND INCARCERATED IN ADULT PRISONS

The obligation to make FAPE available to all students with disabilities applies to students age 18 through 21, who are incarcerated in an adult correctional system, with the following exceptions:

1. The IEP team of a student with a disability, who is convicted as an adult under state law and incarcerated in an adult prison, may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot

otherwise be accommodated. In this case the IEP and LRE requirements do not apply with respect to these modifications.

2. Requirements that do **not** apply to the content of IEPs for students with disabilities who are convicted as adults under state law and incarcerated in adult prisons are:
 - a. Participation in state or districtwide assessment of student achievement.
 - b. Transition planning and services with respect to students whose eligibility under IDEA Part B will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

P. STUDENTS WITH DISABILITIES IN PUBLIC CHARTER SCHOOLS

1. Students with disabilities who attend public charter schools, and their parents, retain all rights under Part B of the IDEA, Utah State Rules, and District Policies and Procedures.
2. If the public charter school is established in Granite School District who receives Part B funds under IDEA, the public charter school is responsible for ensuring that requirements of Part B of the IDEA, Utah State Rules, and District Policies and Procedures are met.
3. If the public charter school is a school of Granite School District and receives Part B funds under the IDEA as do other schools:
 - a. Granite School District is responsible for ensuring that the requirements under Part B of the IDEA and USBE Rules are met.
 - b. The District has on file with USBE information to demonstrate that the District:
 - (1) Serves students with disabilities attending district chartered schools in the same manner as it serves students with disabilities in its other schools.
 - (2) Provides funds under Part B of the IDEA to district chartered schools in the same manner as it provides those funds to its other schools.

Q. STUDENTS IN 24-HOUR RESIDENTIAL LIVING FACILITIES

1. The responsibility for the provision of special education and related services to a student with disabilities placed in a 24-hour residential setting (group home, apartment, Intermediate Care Facility for Mental Retardation (ICFMR), etc.) located in Granite School District rests with the District. If residential placement for these students is requested to be provided with public education funding, the district of the parents' residence is responsible for responding to this request.
2. 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 educational program, including non-medical care and room and board, must be at no cost to the parents of the student.

R. IEP ACCOUNTABILITY

1. Granite School District provides special education and related services to students with disabilities in accordance with their IEPs and makes a good faith effort to assist the student to achieve the goals and objectives or benchmarks listed in the IEP. However, the Granite School District, the school, the teacher, or other persons is not accountable if a student does not achieve the growth projected in the annual goals and benchmarks or objectives.
2. Nothing in District Policies and Procedures limits a parent's right to ask for revisions of the student's IEP or to invoke due process procedures if the parent believes that the efforts required in this section are not being made.

S. LEAST RESTRICTIVE ENVIRONMENT (LRE)

Granite School District establishes policies and procedures that meet the Least Restrictive Environment (LRE) requirements under Part B of the IDEA and Utah State Rules. The following requirements are met for all students with disabilities, ages 3 through 21:

1. General.
 - a. To the maximum extent appropriate, students with disabilities in Granite School District, are educated with students who are not disabled.
 - b. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
 - c. Each student with disabilities participates with nondisabled students, to the maximum extent appropriate to the needs of that student, in nonacademic and extracurricular services and activities. Nonacademic and extracurricular services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the District and assistance in making outside employment available.
 - d. Granite School District takes steps to provide nonacademic and extracurricular services and activities in the manner to afford students with disabilities an equal opportunity for participation in those services and activities.
2. Continuum of Alternative Placements:
 - a. In developing the delivery system for special educational services under the least restrictive environment requirement, Granite School District has a continuum of

alternative placements available to meet the needs of students with disabilities for special education and related services.

- b. The continuum includes instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. Specific examples of alternative placements include: Supplementary services provided in conjunction with regular classroom placement, itinerant services, resource rooms, self-contained classes in regular schools or self-contained placement in a resource room, special day schools, home and/or hospital-based instruction, and/or other settings.
3. Placements. In determining the educational placement of a student with a disability, including a preschool student with a disability, Granite School District ensures that:
 - a. The placement decision is made by a group of persons including the student's parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
 - b. The educational placement of each student with disabilities shall be individually determined at least annually and be based on the student's IEP.
 - c. The placement is made in conformity with the LRE provisions of District Policies and Procedures and is as close as possible to the student's home.
 - d. Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school which that student would normally attend if nondisabled.
 - e. Consideration is given to any potential harmful effect on the student or the quality of services that student needs.
 - f. A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
 4. Program Options. Granite School District takes steps to ensure that its students with disabilities have available to them the variety of educational programs and services available to nondisabled students in the area served by the District, including: art, music, industrial arts, consumer and homemaking education, and vocational education.
 5. Students in public or Private Institutions. Granite School District through its placement and IEP procedures, ensures that students placed by the District in public or private institutions are placed in the least restrictive environment

T. PARENT INVOLVEMENT IN PLACEMENT DECISIONS AND CONSENT

1. Granite School District ensures that the parents of each student with a disability are members of any group that makes decisions on the educational placement of their student.

2. In implementing this requirement, Granite School District uses procedures for parent involvement in placement decisions consistent with those used for parent participation in IEP meetings.
3. If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their student, the Granite School District uses other methods to ensure their participation, including individual or conference telephone calls, or video conferencing.
4. A group may make a placement decision without the involvement of the parents, if Granite School District is unable to obtain the parents' participation in the decision. In this case, the District has a record of its attempts to ensure their involvement, including information that is consistent with the requirements for conducting an IEP meeting without a parent in attendance.
5. Granite School District makes reasonable efforts to ensure that the parents understand, and are able to participate in, any group discussions relating to the educational placement of their student, including arranging for an interpreter for parents with deafness, or whose native language is other than English.

PARENTAL CONSENT FOR SERVICES

1. Granite School District is responsible for making a FAPE available to a student with a disability and must obtain informed consent from the parent of the student before the initial provision of special education and related services to the student.
2. Granite School District makes reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the eligible student with disabilities.
3. If the parent of a student fails to respond to a request for, or refuses to consent to the initial provision of special education and related services, Granite School District:
 - a. May not use the procedures in Section IV of these Policies, including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student.
 - b. Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which the LEA requests consent; and
 - c. Is not required to convene an IEP team meeting or develop and IEP for the student for the special education and related services for which the LEA requests such consent.
4. If, at any time subsequent to the initial provision of special education and related services the parent of a student revokes consent in writing for the continued provision of special education and related services, Granite School District:

- a. May not continue to provide special education and related services to the student, but must provide written prior notice in accordance with Section IV of the Utah State Special Education Rules before ceasing the provision of special education and related services.
- b. May not use the procedures in Section IV of the Rules, including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student.
- c. Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which Granite School District requests consent; and
- d. Is not required to convene an IEP team meeting or develop and IEP for the student for the special education and related services for which Granite School District requests such consent.

U. STUDENTS WITH DISABILITIES IN PRIVATE SCHOOLS PLACED OR REFERRED BY LEAs

1. If a student with a disability is placed in or referred to a private school or facility by Granite School District, as a means of providing special education and related services, the District must assure that:
 - a. The services provided are in conformance with an IEP that meets the requirements of District Policies and Procedures.
 - b. The services provided are at no cost to the parents.
 - c. The private school or facility meets all of the Utah State Office of Education standards that apply to education provided by Granite School District, including requirements under IDEA-B.
 - d. The student has all of the rights of a student with a disability who is served by Granite School District.
 - e. The USOE Special Education Compliance Officer is notified of the placement in writing, so as to monitor the facility as necessary, to ensure compliance with Utah State Rules.
2. Granite School District is responsible to disseminate copies of applicable USOE standards to each private school or facility to which the District has referred or placed a student with a disability.
3. Developing IEPs.
 - a. Before Granite School District places a student with a disability in or refers a student to a private school or facility, the District must initiate and conduct a meeting to develop an IEP for the student in accordance with Utah State Rules.

- b. Granite School District ensures that a representative of the private school or facility attends the meeting. If the representative cannot attend, the District shall use other methods to ensure participation by the private school or facility, including individual or conference telephone calls.
4. Reviewing and revising IEPs.
- a. After a student with a disability enters 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 Granite School District.
 - b. If the private school or facility initiates and conducts these meetings, Granite School District ensures that the parents and a District representative:
 - (1) Are involved in any decisions about the student's IEP.
 - (2) Agree to any proposed changes in the programs before those changes are implemented.
5. Responsibility. Even if a private school or facility implements a student's IEP, responsibility for compliance with Utah State Rules remains with Granite School District and the USOE.

V. STUDENTS WITH DISABILITIES ENROLLED IN PRIVATE SCHOOL BY THEIR PARENTS WHEN FAPE IS AT ISSUE

- 1. Granite School District 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 the District made FAPE available to the student and the parents elected to place the student in a private school or facility. However, the District includes that student in the population whose needs are addressed.
- 2. Disagreements between a parent and the District regarding the availability of a program appropriate for the student and the question of financial responsibility are subject to the due process procedures described in District Policies and Procedures.
- 3. If the parents of a student with a disability who previously received special education and related services under the authority of Granite School District enroll the student in a private preschool, elementary, or secondary school without the consent of or referral by Granite School District, a court or a hearing officer may require the District to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the District had not made FAPE available to the student in a timely manner prior to the 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 Granite School District, if the District did not make FAPE available.
- 4. The cost of reimbursement described District Policies and Procedures may be reduced or denied if:

- a. At the most recent IEP 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 Granite School District to provide FAPE to their student, including stating their concerns and their intent to enroll their student in a private school at public expense.
 - 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 Granite School District; or
 - c. Prior to the parents' removal of the student from the public school, Granite School District informed the parents, through the notice requirements described in the written Procedural Safeguards, 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 notice requirement above, the cost of reimbursement may not be reduced or denied for failure to provide the notice if: (a) the parent is illiterate and cannot write in English, (b) compliance with this section would likely result in physical or serious emotional harm to the student, (c) the school prevented the parent from providing the notice, or (d) the parents had not received notice from the District of the notice requirement in this section.

W. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS

1. Students covered by this section are students with disabilities enrolled by their parents in private schools, or facilities other than those students placed by Granite School District.
2. **Child find** Granite School District locates, identifies, and evaluates all private school students with disabilities, including religious school students with disabilities residing in the jurisdiction of Granite School District, in accordance with District Policies and Procedures. The activities undertaken to carry out this responsibility for private school students with disabilities are comparable to activities undertaken for students with disabilities in public schools. Granite School District consults with appropriate representatives of private school students with disabilities on how to carry out these activities.
3. **Provision of services** To the extent consistent with their number and location in the state, provisions are made for the participation of private school students with disabilities in the program assisted or carried out under Part B of the IDEA and with District Policies and Procedures, by providing them with special education and related services in accordance with District Policies and Procedures.
4. Granite School District ensures that a services plan is developed and implemented for each private school student with a disability who has been designated to receive special education and related services under District Policies and Procedures.

5. **Expenditures** In order to meet the requirements of District Policies and Procedures, Granite School District spends the following on providing special education and related services to private school students with disabilities:
 - a. For students ages 3 through 21, an amount that is the same proportion of the District's total subgrant under Part B of the IDEA as the number of private school students with disabilities ages 3 through 21 residing in its jurisdiction is to the total number of students with disabilities in its jurisdiction ages 3 through 21.
 - b. For students ages 3 through 5, an amount that is the same proportion of the District's total subgrant under the District's preschool grant as the number of private school students with disabilities ages 3 through 5 residing in its jurisdiction is to the total number of students with disabilities in its jurisdiction ages 3 through 5.
6. **Child count** Granite School District:
 - a. Consults with representatives of private school students in deciding how to conduct the annual count of the number of private school students with disabilities.
 - b. Ensures that the count is conducted on December 1 of each year.
 - c. Uses the child count to determine the amount that the District spends on providing special education and related services to private school students with disabilities in the next subsequent fiscal year.
 - d. Expenditures for child find activities are not considered in determining whether the District has met the requirements of District Policies and Procedures.
 - e. Granite School District is not prohibited from providing services to private school students with disabilities in excess of those required by District Policies and Procedures.
7. **No individual right to special education and related services** No private school student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a Granite District school. Decisions about the services that will be provided to private school students with disabilities must be made in accordance with items 8 through 12 of District Policies and Procedures.
8. **Consultation with representatives of private school students with disabilities** Granite School District consults, in a timely and meaningful way, with appropriate representatives of private school students with disabilities in light of the funding under this District Policies and Procedures, the number of private school students with disabilities, the needs of private school students with disabilities, and their location, to decide: (a) which students will receive services, (b) what services will be provided, (c) how and where the services will be provide, and (d) how the services provided will be evaluated.

9. **Genuine opportunity** Granite School District gives appropriate representatives of private school students with disabilities a genuine opportunity to express their views regarding each matter that is subject to the consultation requirements in District Policies and Procedures.
10. **Timing** The consultation required by item 8 of this section must occur before Granite School District makes any decision that affects the opportunities of private school students with disabilities to participate in services under District Policies and Procedures.
11. **Decisions** Granite School District makes the final decisions with respect to the services to be provided to eligible private school students.
12. **Services Plan** If a student with a disability is enrolled in a religious or other private school and will receive special education or related services from Granite School District, the District shall:
 - a. Initiate and conduct meetings to develop, review, and revise a services plan for the student.
 - b. Ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, Granite School District uses other methods to ensure participation by the private school, including individual or conference telephone calls.
13. **Services provided**
 - a. The services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.
 - b. Private school students with disabilities may receive a different amount of services than students with disabilities in public schools.
 - c. No private school student with a disability is entitled to any service or to any amount of a service the student would receive if enrolled in a public school.
 - d. Each private school student with a disability who has been designated to receive services has a services plan that describes the specific special education and related services that Granite School District provides to the student in light of the services that the District determines it will make available to private school students with disabilities.
 - e. The services plan, to the extent appropriate:
 - (1) Meet the IEP content requirement with respect to the services provided.
 - (2) Is developed, reviewed, and revised consistent with the IEP provisions in District Policies and Procedures.

14. **Location of services** Services provided to private school students with disabilities may be provided on-site at a student's private school, including a religious school, and/or in a Granite School District facility.
15. **Transportation**
- a. If necessary for the student to benefit from or participate in the services provided under District Policies and Procedures a private school student with a disability is provided transportation: (1) from the student's school or the student's home to a site other than the private school; and (2) from the service site to the private school, or the student's home, depending on the timing of the services.
 - b. Granite School District is not required to provide transportation from the student's home to the private school.
 - c. The cost of the transportation described above may be included in calculating whether the District has met the expenditure requirements.
16. **Due process:**
- a. **Due process inapplicable** The procedures for conducting a due process hearing **under District Policies and Procedures** do not apply to complaints that Granite School District has failed to meet the requirements of this section, including the provision of services indicated on a student's services plan.
 - b. **Due process applicable** The procedures for conducting a due process hearing **under District Policies and Procedures** do apply to complaints that Granite School District has failed to meet the child find requirements, including the requirements for evaluation and determination of eligibility.
17. **State complaints** Complaints that Granite School District has failed to meet the requirements of this section may be filed under the state's complaint procedures as specified in Utah State Rules.
18. **Separate classes prohibited** Granite School District does not use funds available under Part B of the IDEA (including preschool) for classes that are organized separately on the basis of school enrollment or religion of the students if:
- a. The classes are at the same site.
 - b. The classes include students enrolled in public schools and students enrolled in private schools.
19. **Requirement that funds not benefit a private school** Granite School District does not use funds provided under Part B of the IDEA (including preschool funds) to finance the existing level of instruction in a private school or to otherwise benefit the private school. The District uses funds provided under Part B of the IDEA to meet the special education needs of students enrolled in private schools, but not for the needs of the private school, or the general needs of the students enrolled in the private school.

20. **Use of public school personnel** Granite School District may use funds provided under Part B of the IDEA (including preschool funds) to make public personnel available in other than public facilities to the extent necessary to provide services specified under this Policy for private school students with disabilities, and if those services are not normally provided by the private school.
21. **Use of private school personnel** Granite School District may use funds provided under Part B of the IDEA (including preschool funds) to pay for the services described in District Policies and Procedures and provided by any employee of a private school if the employee performs the services outside of his or her regular hours of duty, and the employee performs the services under public supervision and control.
22. **Property, equipment and supplies**
 - a. Granite School District keeps title to and exercise continuing administrative control of all property, equipment, and supplies that the District acquires with funds under a preschool grant or Part B of the IDEA for the benefit of private school students with disabilities.
 - b. Granite School District may place equipment and supplies in a private school for the period of time needed for the program.
 - c. Granite School District ensures that the equipment and supplies placed in a private school are used only for Part B purposes, and can be removed from the private school without remodeling the private school facility.
 - d. Granite School District removes equipment and supplies from a private school if the equipment and supplies are no longer needed for Part B purposes, or if removal is necessary to avoid unauthorized use of the equipment and supplies for other than Part B purposes.
 - e. No funds under Part B of the IDEA may be used for repairs, minor remodeling, or construction of private school facilities.

X. HOMEBOUND AND HOSPITALIZED SERVICE PATTERNS FOR STUDENTS WITH DISABILITIES

1. The homebound and hospitalized service pattern is designed for identified students with disabilities who are permanently or temporarily homebound or hospitalized, the primary purpose of which is something other than the student's educational needs. Instructional services available through this service pattern are intended for identified students with disabilities who, for reasons of health, accident, injury, substance abuse, or other treatment, (including psychiatric and mental health), are homebound or hospitalized.
2. Subsequent referrals of homebound and hospitalized students for evaluation and eligibility determination for special education services must be made to the home district. The home district maintains responsibility for the evaluation, classification, and development of the Individualized Education Program (IEP).

3. Students served as homebound or hospitalized are evaluated and classified according to one of the disability conditions as described in these policies. Classification of the student as eligible under one of the disability categories follows the approved regulations for evaluating and determining eligibility according to the criteria for the particular classification. The services begin as soon as possible, although the student must have an expected absence of at least two weeks.
4. The teacher of the homebound or hospitalized student maintains contact with the special education teacher and/or the regular classroom teacher from the school responsible for serving the student in the school setting.
5. Components of Granite School District's system for homebound and hospitalized service delivery include and address the following areas:
 - a. **Service providers** Personnel assigned to provide homebound/hospitalized instruction to students with disabilities are licensed according to the standards specified in Utah State Rules.
 - b. **Amount of instruction** is determined by the IEP team.
 - c. **Initiation of services** The delivery of educational services for the homebound or hospitalized student with disabilities is approved by the student's health professional contingent upon the student's health and ability to receive instruction.
 - d. **Responsibility for services** Granite School District (if the district in which parents/guardians reside) retains responsibility for continuing the educational program of the student during his homebound or hospitalized stay, unless the student is also in the state's custody. In this case, the school district in which the student resides during state custody is responsible for providing the student's educational program. If the parent does not wish the district to provide the services, and/or if the hospital or facility provides an educational program deemed appropriate by the parents, they may sign a form refusing school district services during the hospital/home stay. If the student is placed in a 24-hour residential setting, Utah State Rules apply.
 - e. **Status of the IEP during homebound or hospitalized stay** The IEP developed in the home district may continue to serve as the framework for special education instruction. The IEP team in the home district will have the responsibility to determine what elements of the IEP will continue to be addressed during the period of homebound or hospitalized stay.

Y. GRADUATION

1. The obligation of Granite School District to make FAPE available to all students with disabilities does not apply to students with disabilities who graduated from high school with a regular high school diploma. Students who participated in a graduation ceremony, but who were awarded a document other than a regular high school diploma (such as a GED or a Certificate of Completion or Attendance) are still entitled to FAPE.

2. Graduation with a regular high school diploma constitutes a change in placement requiring written prior notice. Parents of students who have reached the age of majority, or who are emancipated and have not been declared incompetent by a court, still retain their parental notice rights.
3. It is not necessary to evaluate a student before the termination of the student's special education eligibility due to graduation with a regular high school diploma or reaching the age of 22.
4. Graduation issues are addressed by the IEP team on an individual basis. The IEP is the vehicle for making changes to graduation requirements to meet the unique educational needs for students with disabilities. As such, the IEP documents the nature and extent of modifications, substitutions, and/or exemptions made to accommodate a student with disabilities. The decision to terminate services, through graduation, for a student with disabilities under the age of twenty-two, is an IEP team decision.
5. Students who had been served in special education during one of their high school years, but who are not receiving services at the time of graduation, are eligible for changes made to their graduation requirements during the time they received services. When a student's special education services are terminated, the IEP team documents the modifications that have been made with appropriate school personnel to ensure that the student is on track for graduation.
6. Students with disabilities and their parents are informed regarding graduation. Since graduation from high school with a regular diploma constitutes a change in placement requiring written prior notice (USOE Rule IV.D.), parents and students must be notified of the student's impending graduation with enough lead-time for due process procedures to be implemented, should they disagree with the District's intent to graduate the student. This notification includes the following information:
 - a. Issuance of a regular high school diploma terminates the student's eligibility for public educational services. A regular high school diploma will terminate the District's obligation to provide FAPE until age 22.
 - b. Granite School District is not required to withhold issuance of an earned regular high school diploma if the student with disabilities has met the graduation requirements.
 - c. The IEP team "...on a case-by-case basis, may exempt the student or modify the mastery demonstration to accommodate the student's disability" (USOE Core Curriculum Standards, Appendix C).
7. Graduation options, for students with disabilities whose age mates will graduate during a given academic year, include the following:
 - a. If all USOE and Granite District graduation requirements are completed, the student will graduate and receive a regular high school diploma.
 - b. If graduation requirements as amended on the IEP are completed, the student will graduate and receive a regular high school diploma.

- c. If graduation requirements as amended on the IEP are not completed and the student's IEP or transition plan documents the need for transition services offered by Granite School District, the student may be allowed to participate in the graduation ceremonies; however, a diploma shall not be issued until the student has successfully completed his/her program.
- d. If graduation requirements as amended on the IEP are not completed before the student reaches age 22, the student may be issued a certificate (e.g., Certificate of Completion or Progress) indicating that a record of competencies can be made available to them or to others who may legitimately inquire.
- e. If graduation requirements as amended on the IEP are not completed due to factors that are **not** a direct manifestation of the student's disability (as determined by the IEP team), the student is not eligible to participate in graduation ceremonies or receive a regular high school diploma until the amended requirements are met.
- f. If graduation requirements as amended on the IEP are not completed due to factors that **are** a direct manifestation of the student's disability (as determined by the IEP team), the student is allowed to participate in graduation ceremonies, but is not eligible to receive a regular high school diploma until the amended requirements are met.

Z. TERMINATION OF SERVICES

Termination of special education/related services to a student with a disability constitutes a change in placement and is therefore subject to the notice requirements of USOE Rule IV.D. Termination of services is made through a team meeting held for reviewing or changing a student's IEP. Required participants in the meeting to consider termination of services are the same as in any IEP meeting, and includes the student's parents. Discontinuation of special education services may be because:

- 1. The student no longer qualifies for special education services, as determined by the IEP team through the reevaluation process.
- 2. The parent (or student of majority) refuses special education services. In this case, services are discontinued but the student is not declassified, and eligibility for services continues until the expiration of the three-year evaluation period. Such a refusal of service is documented in writing and signed by the parent/guardian. If school personnel disagree with the decision of the parent to terminate special education, Granite School District may request a due process hearing in order to allow the services to continue.

AA. EARLY CHILDHOOD SERVICES

Services for students with disabilities ages 3 through 5, served in preschool programs, are to be provided consistent with District Policies and Procedures, with the following additions/exceptions:

- 1. **Transition planning** Transition planning for students referred from Part C providers must be conducted consistent with the state's current interagency transition agreement.

This planning is implemented at least ninety (90) days before the student is eligible for the preschool program under Part B of the IDEA in accordance with District Policies and Procedures. Granite School District participates in transition planning meetings arranged by the lead agency for the Part C Program.

2. **Services at age three**

- a. For those students who turn age three during the school year, including those who are enrolled in early intervention programs, FAPE is made available for eligible students on their third birthday, and an IEP in effect for an eligible student by that date.
- b. If an eligible student's third birthday occurs during the summer, the student's IEP team determines the date when services under the IEP will begin.

3. **Head Start students** Students counted under the preschool program who are being served by Head Start meet all of the requirements in District Policies and Procedures, including the eligibility criteria and the provision of FAPE.

4. **Appropriate activities** Appropriate activities refer to age-relevant developmental abilities or milestones that typically developing children of the same age are performing or have achieved.

5. **Early identification and assessment** of disabilities in children means the implementation of a formal plan for identifying disabilities as early as possible in a child's life.

BB. PROGRAM COORDINATION FOR STUDENTS WITH HEARING AND VISUAL IMPAIRMENTS.

The Utah Schools for the Deaf and the Blind (USDB) is a program option for hearing impaired, visually impaired, or deaf/blind students. Program options available to students with sensory impairments and their families are considered on an individual basis through the cooperative efforts of Granite School District and the USDB. Granite School District informs the parent or guardian of the child that a representative from the USDB can assist in developing the individualized education program and make recommendations for placement. If services are to be provided by the USDB rather than Granite School District, documentation of the need for services from the USDB must be determined by Granite School District's Individualized Education Program (IEP) team. *All requirements of Part B of the IDEA and USOE Rules apply* to eligible students, whether they are served by the USDB, the District, or a combination of the two.

1. The student's identification, demographic information, and existing evaluative information is forwarded by appropriate child find agencies or service and preschool providers to Granite School District if it is the district within whose boundaries the students' custodial parent(s) or legal guardian resides.

2. An appropriate evaluation team is identified to determine needed evaluation data, to assess all areas of suspected disability, and to determine the student's eligibility for services. USDB personnel are available for assisting Granite School District in evaluating hearing impaired, visually impaired, and deaf/blind students, and in determining the significance of the impairment and how the impairment impacts other areas of development.
3. When students are jointly served by both Granite School District and USDB programs, appropriate representatives from both programs are notified within a reasonable amount of time and participate in all IEP meetings.
4. Following the initial IEP/placement meeting, appropriate representatives from both programs are notified within a reasonable amount of time and shall participate in, at a minimum, each subsequent 3-year reevaluation/IEP/placement meeting for all students in the state, ages 3 through 21, who are hearing impaired, visually impaired, or deaf/blind, and served by the USDB, or by **both** the USDB and Granite School District, and at other times, as appropriate.
5. At the designation of the IEP team, and based on the student's IEP, either the USDB or Granite School District serves as the student's service provider.
6. Parents of students placed at the USDB or in a USDB satellite program are provided written notification of the designation of responsibility for conducting due process hearings. Due process hearings requested for students who are hearing impaired, visually impaired, or deaf/blind are conducted by either the USDB or Granite School District if it is the district, within whose boundaries the students' custodial parent(s) or legal guardian resides, according to the following criteria:
 - a. If the issue of dispute is placement at the USDB, Granite School District is responsible for conducting the due process hearing.
 - b. If the issue of dispute is some aspect of the provision of special education and/or related services of a student already placed at the USDB or in a USDB satellite program, the USDB is responsible for all aspects of the due process hearing.

CC. DUAL ENROLLMENT FOR STUDENTS WITH DISABILITIES IN HOME SCHOOLS

1. No home-schooled student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school.
2. The student meets the eligibility criteria for students with disabilities, including proper documentation, using comparable procedures to those required for identifying and evaluating public school students.
3. Granite School District develops a services plan for students with disabilities who qualify. The services plan shall describe the specific special education and related services that the District provides to the student, and must, to the extent appropriate:
 - a. Meet the IEP content requirement with respect to the services provided.

- b. Be developed, reviewed, and revised consistent with the IEP.
- 4. Services are provided at the school within whose boundaries the students' custodial parent(s) or legal guardian resides.

IV. PROCEDURAL SAFEGUARDS

Consistent with the requirements of Part B and these Rules, Granite School District establishes, maintains, and implements procedural safeguards for parents and students with disabilities.

A. OPPORTUNITY TO EXAMINE RECORDS

The parents of a student with a disability are afforded, in accordance with District Policies and Procedures, an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the student, and the provision of FAPE to the student.

B. PARENT PARTICIPATION IN MEETINGS

1. The parents of a student with a disability are afforded an opportunity to participate in meetings with respect to the identification, evaluation, educational placement, and provision of FAPE to the student. Granite School District provides notice to parents of the meetings described above early enough to ensure that they will have an opportunity to participate. The notice itself must be consistent with notification of IEP and Prior Notice.
2. A meeting does not include informal or unscheduled conversations involving Granite School District personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision if those issues are not addressed in the student's IEP. A meeting also does not include preparatory activities that District personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.
3. Granite School District ensures that the parents of each student with a disability are members of any group that makes decisions on the educational placement of their student, consistent with requirements of Parent Participation.

C. INDEPENDENT EDUCATIONAL EVALUATION

Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by Granite School District. The District establishes and implements policies and procedures related to independent educational evaluations that meet the requirements of Part B of the IDEA and Utah State Rules. The following requirements are addressed in Granite School District's Special Education Programs and Procedures Handbook. They include:

1. The parents of a student with a disability have the right to obtain an independent educational evaluation at public expense if they disagree with Granite School District's evaluation of the student, subject to the provisions in this section.
2. Granite School District provides to the parent, upon written request for an independent education evaluation, information about where an independent educational evaluation may be obtained and the District's criteria applicable for independent educational evaluations as set forth in this section.
3. If a parent requests an independent evaluation at the District's expense, Granite School District will, without unnecessary delay, either initiate a hearing to show that its evaluation is appropriate, or ensures that an independent educational evaluation is provided at public expense, unless the District demonstrates in a hearing that the evaluation obtained by the parent did not meet District criteria.

4. If Granite School District initiates a hearing and the final decision is that the District's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at Granite School District's expense. If an independent educational evaluation is to be at the District's expense, Granite School District ensures that the evaluation is provided at no cost to the parent.
5. If a parent requests an independent educational evaluation, Granite School District may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent is not required, and the District does not unreasonably delay, either providing the independent educational evaluation at public expense, or initiating a due process hearing to defend the public evaluation.
6. If a parent obtains an independent educational evaluation of a student with a disability at private expense, the results of the evaluation is considered by Granite School District, if it meets District criteria, in any decision made with respect to providing a free and appropriate public education to the student; and may be presented as evidence at a due process hearing regarding that student.
7. When a request for an independent educational evaluation is made by a due process hearing officer, the evaluation is at Granite School District's expense.
8. Whenever an independent evaluation is made at the District's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria Granite School District utilizes when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an independent educational evaluation.
9. An independent educational evaluation conducted at Granite School District's expense becomes the property of the District, in its entirety.
10. Except for the criteria described in this section, Granite School District does not impose conditions or timelines related to obtaining an independent education evaluation at public expense.

D. PRIOR NOTICE

1. Written notice is provided to the parents of a student with a disability a reasonable time before the District proposes to initiate or change the identification, evaluation, educational placement of the student, or to provide a free and appropriate education, or if the District refuses to initiate or change the evaluation, identification or educational placement, or to provide a free and appropriate public education to the student. If the notice described above relates to an action proposed by the District that also requires parental consent, Granite School District gives notice at the same time it requests parental consent.
2. The notice required under this section includes:
 - a. A description of the action proposed or refused by Granite School District, an explanation of why the District proposes or refuses to take the action, and a

description of any other options the District considered and the reasons why those options were rejected.

- b. A description of each evaluation procedure, test, record, or report Granite Schools District used as a basis for the proposed or refused action.
 - c. A description of any other factors that are relevant to the District's proposal or refusal.
 - d. A statement that the parents of a student with a disability have protection under the procedural safeguards of Part B of the IDEA and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained.
 - e. Sources for parents to contact to obtain assistance in understanding the procedural safeguards provision of Part B of the IDEA.
3. The notice required under this section is:
- a. Written in language understandable to the general public.
 - b. Provided in the native language or other mode of communication used by the parent, unless it is clearly not feasible to do so.
4. If the native language or other mode of communication of the parent is not a written language, Granite School District takes steps to ensure that:
- a. The notice is translated orally, or by other means, to the parent in his or her native language or other mode of communication.
 - b. The parent understands the content of the notice.
 - c. There is written evidence that these requirements have been met.

E. PROCEDURAL SAFEGUARDS NOTICE

1. A copy of the procedural safeguards available to the parents of a student with a disability is given to the parents, at a minimum:
 - a. Upon initial referral for evaluation.
 - b. Upon each notification of an IEP meeting.
 - c. Upon reevaluation of the student.
 - d. Upon receipt of a request for due process under Utah Rules and Granite School District Policies and Procedures.

2. The procedural safeguards notice includes a full explanation of all of the procedural safeguards available under Granite School District Policies and Procedures relating to:
 - a. Independent educational evaluation.
 - b. Prior written notice.
 - c. Parental consent.
 - d. Access to educational records.
 - e. Opportunity to present complaints to initiate due process hearings.
 - f. The student's placement during pendency of due process proceedings.
 - g. Procedures for students who are subject to placement in an interim alternative educational setting.
 - h. Requirements for unilateral placement by parents of students in private schools at public expense.
 - i. Mediation.
 - j. Due process hearings, including requirements for disclosure of evaluation results and recommendations.
 - k. State-level appeals.
 - l. Civil actions.
 - m. Attorneys' fees.
 - n. The state complaint procedures, including a description of how to file a complaint and the timelines under those procedures.
3. The notice required under this section is in language understandable by the parents.
4. **A parent or adult student may elect to receive the notice electronically if available.**

F. PARENTAL CONSENT

1. Informed written parental or adult student consent must be obtained prior to Granite school district conducting an initial evaluation or reevaluation to determine if a student qualifies or continues to qualify as a student with a disability.
2. Parental or adult student consent for initial evaluation must not be construed as consent for initial provision of special education and related services.

3. Granite School District must make reasonable efforts to obtain the informed consent from the parent or adult student for an initial evaluation or reevaluation to determine whether the student is a student with a disability.
4. For initial evaluations only, if the student is a ward of the State and is not residing with the student's parent, the LEA is not required to obtain informed consent from the parent(s) for an initial evaluation to determine whether the student is a student with a disability if: a. Despite reasonable efforts to do so, the LEA cannot discover the whereabouts of the parent(s) of the student; b. The rights of the parent(s) of the student have been terminated in accordance with State law; or c. The rights of the parent(s) to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.
5. If the parent(s) of a student or adult student enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation, or the parent(s) or adult student fails to respond to a request to provide consent, the LEA may, but is not required to, pursue the evaluation of the student by utilizing the mediation or due process procedures in Rules IV.H–R
6. Informed parental or adult student consent for reevaluation need not be obtained if the LEA can demonstrate that: a. It made reasonable efforts to obtain such consent; and b. The student's parent or the adult student has failed to respond.
7. To meet the reasonable efforts requirement to obtain informed parental or adult student consent, such efforts must be documented and may include detailed records of telephone calls made or attempted and the results of those calls, copies of correspondence sent to the parent(s) or adult student and any responses received, and detailed records of visits made to the parent's or adult student's home or place of employment and the results of those visits.
8. When conducting psychological evaluations, the LEA is referred to the parental or adult student consent requirements of UCA 53A-13-302 (Utah FERPA).
9. Parental or adult student consent for services:
 - a. Granite School District is responsible for making a FAPE available to a student with a disability must obtain informed consent from the parent of the student or adult student before the initial provision of special education and related services to the student.
 - b. Granite School District must make reasonable efforts to obtain informed consent from the parent(s) or adult student for the initial provision of special education and related services to the student.
 - c. If the parent(s) of a student or adult student fails to respond to a request to provide consent for the initial provision of special education and related services or refuses to consent to the initial provision of services, the LEA: (1) May not use the mediation or due process procedures in Rules IV.H–R in order to obtain agreement or a ruling that the

services may be provided to the student; (2) Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which the LEA requests consent; and (3) Is not required to convene an IEP team meeting or develop an IEP for the student.

10. Other consent requirements.

a. Parental or adult student consent is not required before: (1) Reviewing existing data as part of an evaluation or a reevaluation; or (2) Administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required for all students.

b. An LEA may not use a parent's or adult student's refusal to consent to one service or activity to deny the parent or student any other service, benefit, or activity of the LEA. (1) Unless parent(s) or the adult student revoke consent for special education and related services or refuse consent for initial placement, disagreements regarding the provision of IEP services should be resolved by the IEP team and result in a completed IEP which includes all components necessary for the provision of FAPE (2) Dispute resolution options remain available.

1. If a parent of a student or adult student who is homeschooled or placed in a private school by the parent(s) or adult student at their own expense does not provide consent for the initial evaluation or the reevaluation, or the parent or adult student fails to respond to a request to provide consent:

a. The LEA may not use the dispute resolution procedures provided in the Procedural Safeguards, and including mediation or due process procedures; and

b. The LEA is not required to consider the student as eligible for special education and related services.

12. The granting of consent is voluntary on the part of the parent(s) or adult student and it may be revoked at any time. If a parent or adult student revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

G. STATE COMPLAINT PROCEDURES

1. The Utah Legislature finds that it is in the best interest of students with disabilities to provide for a prompt and fair final resolution of disputes which may arise over educational programs and rights and responsibilities of students with disabilities, their parent(s), and public schools (53A-15-305(1)).
2. The USBE has adopted procedures for resolving any complaint under Part B of the IDEA and these Rules, including a complaint filed by an organization or individual from another state. The complaint must be filed with the USBE's State Director of Special Education in person, by U.S. Mail, or by fax, and include the name of the school district

or charter in which the alleged violation occurred. The party filing the complaint must also forward a copy to the Granite School District or public agency. If the complainant(s) are unable to file in writing, they may contact the Granite School District or State Director of Special Education for assistance. a. Upon receipt of a written IDEA State complaint by either the LEA or the State Director of Special Education, the receiving party will notify the other agency within one business day, to ensure coordination of the process and copies received by both. The State complaint timeline begins when both parties have received copies.

3. The complaint must include the following:
 - a. A statement that the Granite School District has violated a requirement of Part B of the IDEA or USBE Special Education Rules.
 - b. The facts on which the statement is based.
 - c. The signature and contact information for the complainant.
 - d. If alleging violations with respect to a specific student: (1) The name and address of the residence of the student; (2) The name of the school the student is attending; (3) In the case of a homeless student, available contact information for the student and the name of the school the student is attending; (4) A description of the nature of the problem of the student, including facts relating to the problem; and (5) A proposed resolution of the problem to the extent known and available to the party at the time the complaint is received as described in Rule IV.G.2.
4. The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received.
5. Nothing in the State complaint process limits the ability of the Granite School District to attempt to resolve the alleged violation directly with the complainant; however, the State will continue to act on the submitted complaint until a report is issued or the complaint is withdrawn.
6. The State Director of Special Education shall resolve the complaint within 60 calendar days unless exceptional circumstances exist. An extension of time shall not exceed ten calendar days. If an extension is necessary, the complainant and the Granite School District shall be notified, in writing, by the Special Education Services section. Within this time limit, the State Director of Special Education shall:
 - a. Carry out an independent on-site investigation, if the State Director of Special Education determines that such an investigation is necessary.
 - b. Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint.
 - c. Review all relevant information and make a determination as to whether the Granite School District is violating a requirement of Part B of the IDEA or of USBE Special Education Rules.
 - d. Issue a written decision to the complainant, with a copy sent to the Granite School District Director of Special Education and District Superintendent.

- (1) Findings of fact and conclusions, and
- (2) The reasons for the USBE's final decisions.

e. Permit an extension of the time limit under Rule IV.G.6 only if:

- (1) Exceptional circumstances exist with respect to a particular complaint; or
- (2) The complainant (if not the parent(s)), parent(s) or adult student, and the LEA involved agree to extend the time to engage in mediation, or to engage in other alternative means of dispute resolution available in the State.

f. Determine procedures for the effective implementation of the USBE's final decision, if needed, including technical assistance activities, negotiations, and corrective actions to achieve compliance.

g. The complaint decision issued by the USBE is the final action and is not subject to an appeal. If either party disagrees with the decision, their remedy is to file a Due Process Complaint provided that the aggrieved party has the right to file a Due Process Complaint on the issue with which the party disagrees.

7. In resolving a complaint in which it has found a failure to provide appropriate services, the USBE must address:

- a. How to remediate the denial of those services, including, as appropriate, the awarding of monetary reimbursement or other corrective action appropriate to the needs of the student.
- b. Appropriate future provision of services for all students with disabilities.

8. If a written State complaint is received that is also the subject of a due process hearing under the Due Process Hearing Procedures in these Rules, or contains multiple issues of which one or more are part of that hearing, the USBE must set aside any part of the complaint that is being addressed in the hearing until its conclusion. Any issue in the complaint that is not a part of the due process hearing must be resolved using the time limit and complaint procedures described in this section.

9. If an issue is raised in a complaint filed under this section that has previously been decided in a due process hearing involving the same parties, then the hearing decision is binding on that issue. The USBE must inform both parties of this fact. A complaint alleging Granite School District's failure to implement a due process decision; however, must be submitted directly to the State Director of Special Education and resolved by the USBE.

10. Parent(s) or adult students and other interested individuals, including parent training and information centers, independent living centers, protection and advocacy agencies, professional organizations, and other appropriate entities, shall be informed about these procedures through:

- a. The Procedural Safeguards notice provided by Granite School District.
- b. Presentations and other training events by USBE staff conducted throughout the State

H. DUE PROCESS COMPLAINT

Consistent with the requirements of Part B of the IDEA, State Rules, and District Policies and Procedures, the procedures noted below are utilized for conducting due process hearings and mediation in the District.

1. The Utah Legislature finds that it is in the best interest of students with disabilities to provide for a prompt and fair final resolution of disputes which may arise over educational programs and rights and responsibilities of students with disabilities, their parent(s), and public schools (53A-15-305(1)).
2. Prior to seeking a hearing or other formal proceedings, the parties to a dispute under this section shall make a good faith effort to resolve the dispute informally at the school building level. If the dispute is not resolved, a party may request a due process hearing (53A-15-305(4)).
3. Advocates and legal representation.
 - a. Persons with special expertise, including advocates, may assist or accompany either party to a due process hearing.
 - b. The parties may:
 - (1) Be represented by an attorney authorized to practice law in the State of Utah; or
 - (2) Represent themselves, also referred to as pro se representation (Utah Bar Rules 14-102-111, 14-802(c)(8)).
4. The due process complaint must allege a violation that occurred not more than two years before the date the parent or adult student or Granite School District knew or should have known about the alleged action that forms the basis of the due process complaint, except:
 - a. If the parent or adult student was prevented from filing a due process complaint due to specific misrepresentations by the Granite School District that it had resolved the problem forming the basis of the due process complaint; or
 - b. The Granite School District withheld information from the parent(s) or adult student that was required under Part B of the IDEA to be provided to the parent(s).
5. The Granite School District must inform the parent or adult student of any free or low-cost legal and other relevant services available in the area if:
 - a. The parent(s) or adult student requests the information; or
 - b. The parent(s) or adult student or the Granite School District requests a hearing under this section.
6. The LEA must have procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which must remain confidential).

7. The party filing a due process complaint must forward a copy of the due process complaint to the State Director of Special Education in person, by U.S. Mail, or by fax. a. Upon receipt of a due process complaint by either the LEA or the State Director of Special Education, the receiving party will notify the other agency within one business day, to ensure timely initiation of the process.
8. The due process complaint must include:
 - a. The name of the student;
 - b. The address of the residence of the student;
 - c. The name of the school the student is attending;
 - d. In the case of a homeless student or youth, available contact information for the student and the name of the school the student is attending;
 - e. A description of the nature of the problem of the student relating to the proposed or refused initiation or change, including facts relating to the problem; and
 - f. A proposed resolution of the problem to the extent known and available to the party at the time.
9. A party may not have a hearing on a due process complaint until the party, or the attorney representing the party, files a due process complaint that meets the requirements listed above.
10. The due process complaint required by this section must be deemed sufficient unless the party receiving the due process complaint notifies the hearing officer and the other party in writing, within 15 calendar days of receipt of the due process complaint, that the receiving party believes the due process complaint does not meet the requirements.
 - a. Within five calendar days of receipt of notification, the hearing officer must make a determination on the face of the due process complaint of whether the due process complaint meets the requirements, and must immediately notify the parties in writing of that determination.
 - b. A party may amend its due process complaint only if: (1) The other party consents in writing to the amendment and is given the opportunity to resolve the due process complaint through a resolution meeting, or (2) The hearing officer grants permission, except that the hearing officer may only grant permission to amend at any time not later than five calendar days before the due process hearing begins.
 - c. If a party files an amended due process complaint, the timelines for the resolution meeting and the time period to resolve the complaint begin again with the filing of the amended due process complaint.
11. If the Granite School District has not sent a written prior notice to the parent or adult student regarding the subject matter contained in the parent's due process complaint, the Granite School District must, within ten calendar days of receiving the due process complaint, send to the parent or adult student a response that includes:
 - a. An explanation of why the Granite School District proposed or refused to take the action raised in the due process complaint;
 - b. A description of other options that the IEP team considered and the reasons why those options were rejected;

- c. A description of each evaluation procedure, assessment, record, or report the Granite School District used as the basis for the proposed or refused action; and
 - d. A description of the other factors that are relevant to the Granite School District's proposed or refused action.
12. If the Granite School District has not sent written prior notice to the parent or adult student regarding the subject matter of the parent's or adult student's due process complaint until after the due process complaint is received, the Granite School District may still assert that the parent's or adult student's due process complaint was insufficient, where appropriate.
 13. The party receiving a due process complaint must, within ten days of receiving the due process complaint, send to the other party a response

I. RESOLUTION PROCESS

1. Within 15 calendar days of receiving notice of the parent(s)' or adult students' due process complaint, and prior to the initiation of a due process hearing, the Granite School District must convene a meeting with the parent(s) or adult student and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint that:
 - a. Includes a representative of the Granite School District who has decision-making authority on behalf of that agency, and
 - b. May not include an attorney unless the parent or adult student is accompanied by an attorney.
2. The purpose of the meeting is for the parent(s) of the student or adult student to discuss the due process complaint and the facts that form the basis of the due process complaint, so that the Granite School District has the opportunity to resolve the dispute that is the basis for the due process complaint.
3. The resolution meeting need not be held if the parent(s) or adult student and the Granite School District agree in writing to waive the meeting, or the parent(s) or adult student and the Granite School District agree to use the mediation process.
4. The parent(s) or adult student and the Granite School District determine the relevant members of the IEP team to attend the meeting.
5. If the Granite School District has not resolved the due process complaint to the satisfaction of the parent(s) or adult student within 30 calendar days of the receipt of the due process complaint, the due process hearing may occur. The timeline for issuing a final decision begins at the expiration of this 30-day period.
6. Except where the parties have jointly agreed to waive the resolution process or to use mediation, the failure of a parent or adult student filing a due process complaint to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

7. If the Granite School District is unable to obtain the participation of the parent or adult student in the resolution meeting after reasonable efforts have been made (and documented), the Granite School District may, at the conclusion of the 30-day period, request that a hearing officer dismiss the parent(s)' or adult student's due process complaint.
8. If the Granite School District fails to hold the resolution meeting within 15 days of receiving notice of a parent's or adult student's due process complaint or fails to participate in the resolution meeting, the parent(s) or adult student may seek the intervention of a hearing officer to begin the due process hearing timeline.
9. The 45-day timeline for the due process hearing starts the day after one of the following events:
 - a. Both parties agree in writing to waive the resolution meeting;
 - b. After either the mediation or resolution meeting starts, but before the end of the 30-day period, the parties agree in writing that no agreement is possible;
 - c. If both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later the parent or adult student or Granite School District withdraws from the mediation process.
10. If a resolution to the dispute is reached at the meeting, the parties must execute a legally binding agreement that is signed by both the parent or adult student and a representative of the Granite School District who has the authority to bind the Granite School District and that is enforceable in any State court of competent jurisdiction or in a district court of the United States.
11. If the parties execute an agreement, a party may void the agreement within three business days of the agreement's execution.

J. REQUEST FOR HEARING

1. If the parents of a student with a disability are aggrieved by Granite School District's decision or proposal to initiate or change, or refusal to initiate or change, the identification, evaluation, educational placement of the student, or the provision of a free appropriate public education to the student, they may request an impartial due process hearing of their complaint which is to be made in writing to the local school district superintendent. If the parents are unable to make this request in writing, they can contact Granite School District or the SEA for assistance. The District may also initiate a hearing on the same matters, as may a student with a disability or who is suspected of having a

disability who is the age of majority, and has not been declared incompetent by a Utah Court.

2. Granite School District requires the parent of a student with a disability or the attorney representing the student to provide notice (which must remain confidential) to the District in a request for a hearing. The notice must include:
 - a. The name of the student.
 - b. The address of the residence of the student.
 - c. The name of the school the student is attending.
 - d. A description of the nature of the problem of the student relating to the proposed or refused initiation or change, including facts relating to the problem.
 - e. A proposed resolution of the problem to the extent known and available to the parents at the time.
3. Granite School District uses the USBE form to assist parents in filing a request for a due process hearing that includes the information required above.
4. Granite School District does not deny or delay a parent's right to a due process hearing for failure to provide the notice required in paragraph 2 of this section.
5. Upon receipt of a written request for a hearing, or if Granite School District initiates the hearing, Granite School District's superintendent:
 - a. Informs the parents in writing of any free or low-cost legal services, as well as other services relevant to mediation or a due process hearing, if the parent requests the information or initiates a hearing under this section.
 - b. Informs the parents of the availability of mediation.
 - c. Notifies the State Director of Special Education of the request for the hearing.
6. The impartial due process hearing is to be conducted by the USOE, including costs associated with the payment of fees of the due process hearing officers and court reporter. Granite School District is responsible for other costs of the hearing, including attorneys' fees.

K. MEDIATION

Granite School District establishes the following to allow parties the opportunity to resolve the disputes involving any matter through a mediation process that is available whenever a due process hearing or an expedited due process hearing is requested.

1. The procedures meet the following requirements:
 - a. The procedures ensure that the mediation process is voluntary on the part of the parties, is not used to deny or delay a parent's right to a due process hearing or to

deny any other rights afforded under Part B of the IDEA, and is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

- b. The USBE maintains a list of individuals who are qualified mediators and knowledgeable in laws and regulations relating to the provision of special education and related services. A representative of the USOE assigns a mediator on a random basis from that list whenever a due process hearing request is filed.
- c. The USBE shall bear the cost of the mediation process, including meetings to encourage mediation.
- d. Each session in the mediation process is scheduled in a timely manner and is held in a location that is convenient for the parties to the dispute.
- e. An agreement reached by the parties to the dispute in the mediation process is set forth in a final written mediation agreement signed by both parties. A copy of the signed written agreement is mailed or delivered by the mediator to each party within seven days following the mediation conference. A copy shall also be provided by the mediator within seven days to the State and Federal Compliance Officer for Special Education.
- f. Any issues of the hearing complaint not resolved in the written mediation agreement goes forth to hearing, unless parties agree otherwise.
- g. The absence of a signed mediation agreement within the prescribed time frame will constitute a presumption that agreement has not been reached, and due process hearing timelines continue.
- h. Discussions that occur during the mediation process must be confidential and will not be used as evidence in any subsequent due process hearings or civil proceedings, and the parties to the mediation process may be required to sign a confidentiality pledge prior to the commencement of the process. Nothing in these procedures shall supersede any parental access rights under the Family Educational Rights and Privacy Act of 1974 or foreclose access to information otherwise available to the parties.
- i. Following resolution as denoted by a signed mediation agreement, the USOE will ascertain that the mediation agreement has been fully implemented by Granite School district. Should it be determined that the District has not implemented the provisions of the agreement, the USOE will initiate enforcement procedures.

2. **Impartiality of mediator.** An individual who serves as a mediator:

- a. Is not an employee of:
 - (1) Granite School district or any state agency that receives funds under Part B of the IDEA.
 - (2) The USBE, if the USBE is providing direct services to the student who is the subject of the mediation process.

- b. Must not have a personal or professional conflict of interest.
- c. Is not an employee Granite School District or a state agency solely because he or she is paid by the USBE to serve as a mediator.

L. ASSIGNMENT OF HEARING OFFICER

1. If either party refuses to participate in a mediation conference or other proposed mediation steps, or if mediation efforts fail to settle the differences between the parties, the Utah State Office of Education Director of Special Education shall assign an impartial hearing officer on a random (rotation) basis. The hearing officer schedule and assignment history is public information
2. An impartial hearing officer shall not be assigned from the register to a particular hearing who, with respect to that hearing, has any personal or professional bias or interest which might conflict with his or her objectivity toward either of the parties to the hearing or any of the issues to be decided in the hearing. An employee of the state or Granite School District involved in the education or care of the student shall also be excluded from serving as a hearing officer.
3. An individual who otherwise qualifies to conduct a hearing is not an employee of Granite School District solely because he or she is paid by the District to serve as a hearing officer.
4. A hearing officer may at any point withdraw from consideration or from service in any hearing in which he or she believes a personal or professional bias or interest of any of the issues to be decided in the hearing exists which might conflict with his or her objectivity.

M. PRE-HEARING PROCEDURES

1. Within a reasonable amount of time, the hearing officer provides the parent or guardian, Granite School District, and the SEA written notice of the date, time, and place of the hearing.
2. The hearing officer ensures that the hearing is conducted at a time and place reasonably convenient to the parties involved.
3. At the discretion of the hearing officer, a pre-hearing conference is held in order to:
 - a. Clarify the issue(s) of the hearing.
 - b. Review the hearing rights of both parties.
 - c. Review the procedures for conducting the hearing.
 - d. Afford both parties the opportunity for disclosure. In no event will such a pre-hearing conference be held later than five days prior to the hearing.
4. Each party discloses to the other the full name, title, occupation, and place of employment of each witness, a capsule summary of the witnesses' testimony and any

other evidence to be presented. These disclosures must be made at least five days prior to the hearing.

5. During a pre-hearing conference conducted pursuant to this section, or in the alternative through the delivery of a written notice, the hearing officer ensures that the parents are provided a full explanation of their hearing rights.

M. HEARING RIGHTS

Any party to a hearing has the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of students with disabilities.
2. Present evidence and confront, cross-examine, and compel the attendance of witnesses.
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing.
4. Obtain a written, or at the option of the parents, electronic verbatim record of the hearing.
5. Obtain written, or at the option of the parents, electronic findings of fact and decisions.
6. At least 5 business days before a hearing, each party discloses to all other parties all evaluations completed by that date and recommendations, based on the offering party's evaluations, that the party intends to use at the hearing.
7. A hearing officer may bar any party that fails to comply with the above provision from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

N. PARENT RIGHTS IN HEARING

In addition to the rights noted above, parents are assured of their right to have the student who is the subject of the hearing present, and to determine whether the hearing shall be open or closed to the public. The record of the hearing and the findings of fact and decisions are provided at no cost to parents.

O. DECISION OF HEARING OFFICER

The hearing officer's decision shall be issued in accordance with the following requirements:

1. The decision will be in writing, or at the option of the parent, electronic, and shall be sent by certified mail or hand-delivered within 45 days after the request for the hearing to the parents, to the local education agency, to their respective representatives, and to the USOE Compliance Officer. A hearing officer may grant specific extensions of time beyond the 45 days, at the request of either party.
2. The decision of the hearing officer will include findings of fact and decision, and reasons for these findings and decision.

3. The decision of the hearing officer shall be based solely on evidence and testimony presented at the hearing.
4. A verbatim record of the proceedings of the hearing will be made, and shall include any materials or statements specifically requested by any of the parties to appear in the record.
5. The decision of the hearing officer is final upon the parents and Granite School District, its officers, employees and agents, unless a party to the hearing appeals the decision to civil action.
6. Following rendering of the hearing officer's decision, the USOE will ascertain that the decision has been fully implemented by Granite School District through its monitoring process. Should it be determined that the District has not implemented these orders, the USOE will initiate enforcement procedures.
7. The USOE Compliance Officer or designee shall transmit the findings and decision to the Utah State Office of Education Special Education Advisory Panel (USEAP) and make them available to the public, after deleting any personally identifiable information.

P. CIVIL ACTION

Any party aggrieved by the due process hearing decision has the right to bring a civil action with respect to the complaint under Section 615 of the Individuals with Disabilities Education Act. A civil action may be filed in either state or federal court; if appealed to the state court, the appeal must be filed within 30 days of the date of the due process hearing decision. A federal court may apply a similar time limit.

1. In any action brought under this section, the court:
 - a. Shall receive the records of the administrative proceeding.
 - b. Shall hear additional evidence at the request of a party.
 - c. Shall grant the relief that the court determines to be appropriate, basing its decision on the preponderance of the evidence.
2. The district courts of the United States have jurisdiction of actions brought under Section 615 of the IDEA, without regard to the amount in controversy.
3. Nothing in this part restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973, or other federal laws protecting the rights of students with disabilities, except that, before the filing of a civil action under these laws seeking relief that is also available under Section 615 of the IDEA, the procedures for a due process hearing must be exhausted to the same extent as would be required had the action been brought under Section 615 of the IDEA (Procedural Safeguards).

Q. EXPEDITED DUE PROCESS HEARING PROCEDURES

Expedited due process hearings meet the same requirements of a due process hearing, except that the hearing officer may make the determination that:

1. Each party has the right to prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least 2 business days before the expedited hearing.
2. At least 2 business days before an expedited hearing, each party shall disclose to the other parties all evaluations completed by that date, and recommendations based on the offering party's evaluations that the party intends to use at the hearing.

An expedited due process hearing is conducted by an impartial due process hearing officer who satisfies the requirements of the section on Assignment of Hearing Officers and whose schedule will permit conducting the hearing and issuing a written decision within the expedited hearing time frame. If a hearing officer's name is selected from the list who meets all of the requirements with the exception of meeting the specified time frame, the next name on the list will be selected. This process will be repeated as necessary until a hearing officer who can meet the accelerated time frame is named.

A written decision shall be mailed or delivered to the parties within 45 days of Granite School District's receipt of the request for the hearing, without exceptions or extensions. The timeline established under this section is the same for expedited hearings requested by parents or the District.

The hearing officer's decision in an expedited due process hearing is final, consistent with the procedures for any due process hearing decision, and may be appealed to civil action.

R. STUDENT'S STATUS DURING PROCEEDINGS

1. Except when challenging the Interim Alternative Educational Setting (IAES) or manifestation determination, during the pendency of any administrative hearing or judicial proceeding pursuant to State Rules and District Policies and Procedures, the student involved must remain in the current educational placement, unless Granite School District and the parents agree otherwise.
2. If the hearing involves an application for initial admission to public school, the student, with the consent of the parents, must be placed in the public school program of the school district until the completion of all the proceedings.
3. If the decision of a hearing officer in a due process hearing agrees with the student's parents that a change of placement is appropriate, that placement must be treated as an agreement between Granite School District and the parents for purposes of the "stay put" placement, including any judicial proceeding(s).

S. EXPENDITURES ASSOCIATED WITH THE HEARING

The USOE shall be responsible for paying fees and necessary expenses incurred by the hearing officer, and the court reporter or stenographic service, in accordance with USOE policies and

procedures. The parents and Granite School District are each responsible for any legal or other fees that they incur. Granite School District does not use IDEA-B funds to pay the costs of attorney's fees or costs related to a hearing, such as depositions, expert witnesses and settlements. The District's state and/or local funds are used for those expenses.

T. REASONABLE ATTORNEYS' FEES

1. In any action or proceeding brought under the IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to the parents of a student with a disability who is the prevailing party.
2. A court may award reasonable attorneys' fees consistent with the following:
 - a. Fees awarded under the IDEA must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded under this subsection.
 - b. Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under the IDEA for services performed subsequent to the time of a written settlement offer to a parent if:
 - (1) The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure, or in the case of an administrative proceeding, at any time more than 10 days before the proceeding begins.
 - (2) The offer is not accepted within 10 days.
 - (3) The court or administrative hearing officer finds that the relief finally obtained by the parents is not more favorable to the parents than the offer of settlement.
 - c. Attorneys' fees may not be awarded relating to any meeting of the IEP team unless the meeting is convened as a result of an administrative proceeding or judicial action.
 - d. An award of attorneys' fees and related costs may be made to a parent who is the prevailing party and who was substantially justified in rejecting the settlement offer.
 - e. Except as noted in the paragraph below, the court reduces the amount of attorneys' fees awarded, if the court finds that:
 - (1) The parent, during the course of the action or proceeding, unreasonably protracted the final resolution of the controversy.
 - (2) The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably comparable skill, reputation and experience.

- (3) The time spent and legal services furnished were excessive considering the nature of the action or proceeding
 - (4) The attorney representing the parent did not provide the school district the appropriate information in the due process complaint as required.
- f. The above provisions related to reduction in the amount of attorneys' fees do not apply in any action or proceeding if the court finds that the USOE or Granite School District unreasonably protracted the final resolution of the action or proceeding or there was a violation of the IDEA.

U. SURROGATE PARENTS

1. Granite School District ensures that the rights of a student with a disability are protected if no parent can be identified, if the parent's whereabouts after reasonable efforts cannot be discovered, or where the student is a ward of the state. Under such circumstances, the student shall be assigned a surrogate parent. Granite School District maintains a list of persons who have completed a surrogate-training program, from which a surrogate parent is assigned.
2. The surrogate parent represents the student in all matters relating to the identification, evaluation and education placement of the student, including the provision of a free appropriate public education.
3. Granite School District ensures that a person selected as a surrogate:
 - a. Is not an employee of the USOE, the District, or any other agency involved in the education or care of the student.
 - b. Has no interest that conflicts with the interest of the student he or she represents.
 - c. Has knowledge and skills that ensure adequate representation of the student.
4. Granite School District selects as a surrogate parent a person who is an employee of a nonpublic agency that only provides noneducational care for the student and who meets the standards in 3.b. and c. above.
5. A person who otherwise qualifies to be a surrogate parent under this section is not an employee of the District solely because he or she is paid by the District to serve as a surrogate parent.

V. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY

1. Consistent with state law which applies to all students, when a student with a disability reaches the age of 18 (except for a student declared incompetent by the courts), Granite School District provides any notice required by State Rules and District Policies and Procedures to both the student and the parents, and all other rights accorded to parents under Part B of the IDEA, State Rules, and District Policies and Procedures transfer to the student.

2. All rights accorded to parents under Part B of the IDEA and these Rules transfer to students over age 18 who are incarcerated in an adult or juvenile, state, or local correctional institution.
3. Granite School District uses the following procedure if a student with a disability is determined by the court not to have the ability to provide informed consent with respect to his or her educational program: Granite School District appoints the parent, or if the parent is not available, another appropriate individual, to represent the educational interests of the student throughout the student's eligibility under the IDEA. The district uses its surrogate parent procedures in order to implement this requirement. The parent still retains the right to any required notice, along with the student. All other rights accorded to the parents under Part B of the IDEA transfer to the student.
4. A statement on the student's IEP, beginning at least one year before a student's 18th birthday, that the student and parents have been informed of their rights under Part B of the IDEA that transfer to the student on reaching the age of 18, consistent with State Rules and District Policies and Procedures. The parent still retains the right to any required notice, along with the student. All other rights accorded to parents under Part B transfer to the student.

W. CONFIDENTIALITY OF INFORMATION

1. The following definitions are provided as used in this section:
 - a. **Personally identifiable** means that information includes:
 - (1) The name of the student, the student's parent, or other family member.
 - (2) The address of the student.
 - (3) A personal identifier, such as the student's social security number or student number.
 - (4) A list of personal characteristics or other information that would make it possible to identify the student with reasonable certainty.
 - b. **Destruction** means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
 - c. **Education records** means the type of records covered under the definition of "education records" in the regulations implementing the Family Education Rights and Privacy Act of 1974.
 - d. **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. The USBE and Granite School District implements procedures which meet the requirements of Part B of the IDEA, State Rules, and District Policies and Procedures including notice to parents with:

- a. A description of the extent that the notice is given in the native languages of the various population groups in the state.
- b. A description of the students on whom personally identifiable information is maintained, the types of information sought, the methods the USOE has established for use in gathering the information (including sources from whom information is gathered), and the uses to be made of the information.
- c. A summary of the policies and procedures that the LEAs must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information.
- d. A description of all of the rights of parents and students regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 (FERPA).
- e. Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers, or other media, or both, with circulation adequate to notify parents throughout the state/school district of the activity.

Right of access

- a. Granite School District permits parents to inspect and review any education records relating to their children which are collected, maintained, or used by the District under State Rules and District Policies and Procedures. The District complies with a request without unnecessary delay and before any meeting regarding an IEP or any due process hearing, including an expedited due process hearing, and in no case more than 45 days after the request has been made.
- b. The right to inspect and review education records under this section includes:
 - (1) The right to a response from Granite School District to reasonable requests for explanations and interpretations of the records.
 - (2) The right to request that Granite School District 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.
 - (3) The right to have a representative of the parent inspect and review the records.
- c. The parent has authority to inspect and review records relating to his or her child unless Granite School District has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of access

Granite School District keeps a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except for access by parents and authorized employees of Granite School District), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Records on more than one student

If any education record includes information on more than one student, the parents of each child shall have the right to inspect and review only the information relating to their child or to be informed of that specific information.

List of types and locations of information

On request, Granite School District provides parents a list of the types and locations of education records collected, maintained, or used by the agency.

Fees

- a. Granite School District charges a reasonable 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.
- b. Granite School District does not charge a fee to search for or to retrieve information under this section.

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 Granite School District to amend the information.
- b. Granite School District decides whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
- c. If Granite School District decides to refuse to amend the information in accordance with the request it shall inform the parent of the refusal, and advise the parent of the right to a hearing on the matter.

Opportunity for a hearing

- a. Granite School District, 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.
- b. If, as a result of the hearing, the District decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it amends the information accordingly and so informs the parents in writing.

- c. If, as a result of the hearing, the District decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it informs the parents 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 District.
- d. Any explanation placed in the records of the student under this section is maintained by Granite School District as part of the records of the student as long as the record or contested portion is maintained by the District, and if the records of the student or the contested portion is disclosed by the District to any party, the explanation must also be disclosed to the party.

Hearing procedures

A hearing, which challenges the education records, is held as specified in the procedures described below. Granite School District's hearing procedures adhere to the following requirements:

- a. The hearing is held within a reasonable period of time after the District receives the request, and the parent of the student or eligible student is given notice of the date, place, and time reasonably in advance of the hearing.
- b. The hearing is conducted by any party, including an official of Granite School District, that does not have a direct interest in the outcome of the hearing.
- c. The parent of the student or eligible student is afforded a full and fair opportunity to present evidence relevant to the issues raised, and may be assisted or be represented by individuals of his or her choice at his or her own expense, including an attorney.
- d. The District makes its decision in writing within a reasonable period of time after the conclusion of the hearing.
- e. The decision of Granite School District is based solely upon the evidence presented at the hearing, and includes a summary of the evidence and the reasons for the decision.

Parental consent

- a. Except as to disclosures of "Discipline Procedures" for which parental consent is not required, parental consent is obtained before personally identifiable information is:
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part.
 - (2) Used for any purpose other than meeting a requirement under this part.
- b. Granite School District does not release information from education records to participating agencies without parental consent unless authorized to do so by FERPA.

- (1) Regulation 34 CFR 99.31 (FERPA) states that:
 - (a) An LEA may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is:
 - 1) To other school officials, including teachers, within the LEA who have been determined by the LEA to have legitimate educational interests.
 - 2) To officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in 34 CFR 99.34, below.
- (2) Regulation 34 CFR 99.34 (FERPA) states that:
 - (a) An LEA transferring the education records of a student pursuant to 34 CFR 99.31 above shall make a reasonable attempt to notify the parent of the student or the eligible student of the transfer of the records at the last known address of the parent or eligible student, except:
 - 1) When the transfer of the records is initiated by the parent or eligible student at the sending LEA.
 - a. When the LEA includes, in its annual notice of procedural safeguards, that it is the policy of the LEA to forward education records on request to a school in which a student seeks or intends to enroll, then the LEA does not have to provide any further notice of the transfer of records.
 - c. Parents are informed in the annual notice of Procedural Safeguards that it is the policy of Granite School District to forward records on request to a school in which a student seeks or intends to enroll with no further notice of the transfer of records.
 - d. When Granite School District receives personally identified information from another educational agency or institution, it may make further disclosures of the information without prior written consent of the parent or eligible student if the conditions noted above are met, and if the District informs the party to whom disclosure is made of these requirements.
 - e. If the parents refuse consent for the release of personally identifiable information to a third party, then the party may proceed with statutory procedures in an effort to obtain the desired information.

Safeguards

- a. Granite School District protects the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- b. One official at Granite School District assumes responsibility for ensuring the confidentiality of any personally identifiable information.
- c. All persons collecting or using personally identifiable information must receive training or instruction regarding the state's policies and procedures in this section and 34 CFR Part 99.
- d. Granite School District maintains for public inspection, a current listing of the names and positions of those employees within the District, and other agencies such as the USDB, who may have access to personally identifiable information for students with disabilities. The listing shall include: the name of district, name of school, school year, persons having access, and name of records manager.
- e. The above listing, where appropriate, must provide for the access of regular education teachers for their students with disabilities, and also includes the names and positions of consultants employed by the district who may require access, for legitimate educational reasons, to student records. This also includes student teachers or practicum students from universities, under the direction and supervision of school officials.

Destruction of information

- a. Granite School District informs parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the student.
- b. The information no longer needed is destroyed at the request of the parents. However, a permanent record of the student's name, address, phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed, may be maintained without time limitation.
- c. Each student's records may be considered "no longer needed to provide educational services" and may be destroyed three years after the student graduates or three years after the student turns 22 under IDEA. Medicaid requires that records be maintained for at least five years after the provision of services.

Student's rights

- a. The rights of privacy afforded to parent(s) are transferred to the student when reaches the age of 18, providing the student has not been declared incompetent by a court order or the student has married or become emancipated.
- b. Under the regulations for FERPA at 34 CFR 99.5(a), the rights of parent(s) regarding education records are transferred to the student at age 18, providing the student has not been declared incompetent by a court order or the student has married or become emancipated. Because the rights accorded to parents under Part B of the IDEA are

transferred to a student who reaches the age of 18, providing the student has not been declared incompetent by a court order or the student has married or become emancipated, the rights regarding educational records must also be transferred to the student. However, the Granite School District must provide any notice required under Section 615 of Part B of the IDEA to the student and the parent(s).

Enforcement

Confidentiality requirements are reviewed and approved as part of Granite School District's eligibility process under IDEA-B.

Disciplinary information

- a. Granite School District includes in the records of a student with a disability a statement of any current or previous disciplinary action that has been taken against the student, and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of nondisabled students.
- b. The statement includes a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.
- c. If the student transfers from one school to another, the transmission of any of the student's records must include both the student's current individualized education program and any statement of current or previous disciplinary action that has been taken against the student.

U.S. Department use of personally identifiable information

If the U.S. Department of Education or its authorized representatives collect any personally identifiable information regarding students with disabilities that is not subject to FERPA, the Secretary applies the applicable federal statute, and the regulations implementing those provisions in 34 CFR Part 5b.

V. DISCIPLINE PROCEDURES

A. DISCIPLINE PROCEDURES FOR STUDENTS WITH DISABILITIES

Consistent with the requirements of Part B of the IDEA and Utah State Rules, and District Policies and Procedures, Granite School District establishes, maintains, and implements policies and procedures for disciplining students with disabilities.

B. DEFINITIONS

The following definitions apply to this section only.

5. **Controlled substance** means a drug or other substance identified under schedules I, II, III, IV, or V in Section 202(c) of the Controlled Substances Act (21 USC 812(c)).
6. **Weapon** has the meaning of the term “dangerous weapon” given under paragraph (2) of the first subsection (g) of Section 930 of Title 18, USC. **“Dangerous weapon”** means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.
7. **“Illegal drug”** means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional, or that is legally possessed or used under any other authority under that Act or under any other provision of federal law.
8. **“Substantial evidence”** means beyond a preponderance of the evidence.

C. CHANGE OF PLACEMENT FOR DISCIPLINARY REMOVALS

For purposes of removals of a student with a disability from the student’s current educational placement as described in this section, a change of placement occurs if:

1. The removal is for more than 10 consecutive school days.
2. The student is subjected to a series of removals that constitute a pattern because they cumulate to more than 10 school days in a school year, and because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

D. REMOVALS—TEN (10) SCHOOL DAYS OR LESS

To the extent removal would be applied to students without disabilities, school personnel may order the removal of a student with a disability from the student’s current placement for not more than 10 consecutive school days for any violation of school rules, and additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.

E. REQUIRED SERVICES—NO CHANGE OF PLACEMENT

1. Granite School District need not provide services during periods of removal to a student with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a student without disabilities who has been similarly removed.
2. In the case of a student with a disability who has been removed from his or her current placement for more than 10 school days in the same school year, Granite School District

for the remainder of the removals, provides services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP.

3. School personnel, in consultation with the student's special education teacher, determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP.

F. REMOVALS FOR WEAPONS OR DRUGS

School personnel may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than 45 calendar days, if:

1. The student carries a weapon to school or to a school function under the jurisdiction of a state or local education agency.
2. The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function under the jurisdiction of a state or local educational agency.
3. The interim alternative educational setting must be determined by the IEP team.

G. FUNCTIONAL BEHAVIORAL ASSESSMENT AND INTERVENTION PLAN

Within 10 business days after first removing a student for more than ten (10) school days in a school year, or for weapons violations, drugs violation, or behavior that is substantially likely to result in injury to the student or to others, the following actions are taken by Granite School District:

1. If Granite School District did not conduct a functional behavioral assessment and implement a behavioral intervention plan for the student before the behavior that resulted in the removal occurred, Granite School District convenes an IEP meeting to develop an assessment plan.
2. If the student already has a behavioral intervention plan, the IEP team meets to review the plan and its implementation, and modify it, as necessary, to address the behavior.
3. As soon as practicable after developing the plan and completing the assessments required by the plan, Granite School District convenes an IEP meeting to develop appropriate behavioral interventions to address that behavior, and implements those interventions.
4. If, subsequently, a student with a disability who has a behavioral intervention plan and who has been removed from the student's current educational placement for more than 10 school days in a school year, is subjected to a removal that does not constitute a change of placement, the IEP team members review the behavioral intervention plan and its implementation to determine if modifications are necessary.

If one or more of the team members believe that modifications are needed, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

H. AUTHORITY OF HEARING OFFICER

A hearing officer under IDEA-B may order a change in the placement of a student with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) calendar days if the hearing officer, in an expedited due process hearing:

1. Determines that Granite School District has demonstrated by substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
2. Considers the appropriateness of the student's current placement.
3. Considers whether Granite School District has made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services.
4. Determines that the interim alternative educational setting that is proposed by school personnel who have consulted with the student's special education teacher meets the requirements below.

I. DETERMINATION OF INTERIM ALTERNATIVE EDUCATIONAL SETTING

Any interim alternative educational setting in which a student is placed:

1. Is selected so as to enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in that IEP.
2. Includes services and modification designed to address the behavior that are designed to prevent the behavior from recurring.

The IEP team must determine the interim alternative educational setting.

J. MANIFESTATION DETERMINATION REVIEW REQUIREMENT

If Granite School District removes, or contemplates removing a student for weapons violations, drug violations, behavior that is substantially likely to result in injury to the student or to others, or other behavior that violates any rule or code of conduct that applies to all students which results in a change of placement, the following actions are taken by Granite School District:

1. Not later than the date on which the decision to remove the student is made, the parents are notified of that decision and provided the procedural safeguards notice described under Utah State Rules and District Policies and Procedures.

2. Immediately, if possible, but in no case later than 10 school days after the date on which the decision to remove the student is made, a review is conducted of the relationship between the student's disability and the behavior subject to the disciplinary action. The review is conducted by the IEP team and other qualified personnel in a meeting.

K. PROCEDURES FOR CONDUCTING A MANIFESTATION DETERMINATION REVIEW

The IEP team and other qualified personnel in a meeting conduct a manifestation determination review. In carrying out the review, the IEP team and other qualified personnel may determine that the behavior of the student was not a manifestation of the student's disability only if the team and other qualified personnel:

1. First consider, in terms of the behavior subject to disciplinary action, all relevant information, including:
 - a. Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student.
 - b. Observations of the student.
 - c. The student's IEP and placement.
2. Then determines that:
 - a. In relationship to the behavior subject to disciplinary action, the student's IEP and placement were appropriate, and the special education services, supplementary aids and services, and behavior intervention strategies were provided consistent with the student's IEP and placement.
 - b. The student's disability did not impair the ability of the student to understand the impact and consequences of the behavior subject to disciplinary action.
 - c. The student's disability did not impair the ability of the student to control the behavior subject to disciplinary action.
3. If the IEP team and other qualified personnel determines that any of the above standards in this section were not met, the behavior must be considered a manifestation of the student's disability.
4. The manifestation determination review described in this section may be conducted at the same IEP meeting that is convened to address a functional behavioral assessment and behavioral intervention plan.
5. If the review identifies deficiencies in the student's IEP or placement, or in their implementation, Granite School District takes immediate steps to remedy those deficiencies.

L. DETERMINATION THAT BEHAVIOR WAS NOT A MANIFESTATION OF DISABILITY

1. If the results of the manifestation determination review indicate that the behavior of the student with a disability was not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that FAPE shall continue to be made available to those students.
2. The student's IEP team determines the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP if the student is removed because of behavior that has been determined not to be a manifestation of the student's disability.
3. If Granite School District initiates disciplinary procedures applicable to all students, the District ensures that the special education and disciplinary records of the student with a disability are transmitted for consideration by the person or persons making the final determination regarding the disciplinary action.
4. If a parent requests a hearing to challenge the determination that the behavior of the student was not a manifestation of the student's disability, then the student shall remain in the student's current educational placement, or in an interim alternative educational setting, whichever applies.

M. PARENT APPEAL

1. If the student's parent disagrees with a determination that the student's behavior was not a manifestation of the student's disability, or with any decision regarding placement, the parent may request a hearing.
2. USOE arranges for an expedited hearing in any case described in this section if requested by the parent.
3. In reviewing a decision with respect to the manifestation determination, the hearing officer determines whether Granite School District has demonstrated that the student's behavior was not a manifestation of the student's disability.
4. In reviewing a decision to place the student in an interim alternative educational setting, the hearing officer applies the standards under "Authority of Hearing Officer."

N. PLACEMENT DURING APPEALS

1. If a parent requests a hearing regarding a disciplinary action to challenge the interim alternative educational setting or the manifestation determination, the student remains in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five- (45) day time period provided for, whichever occurs first, unless the parent and the local educational agency agree otherwise.
2. If a student is placed in an interim alternative educational setting, and school personnel propose to change the student's placement after expiration of the interim alternative

placement, during the pendency of any proceeding to challenge the proposed change in placement the student remains in the current placement (the student's placement prior to the interim alternative educational setting), except as provided for in this section.

3. If school personnel maintain that it is dangerous for the student to be in the current placement (placement prior to removal to the interim alternative education setting) during the pendency of the due process proceedings, Granite School District may request an expedited due process hearing.
4. In determining whether the student may be placed in the alternative educational setting or in another appropriate placement ordered by the hearing officer, the hearing officer shall apply the standards under "Authority of Hearing Officer."
5. A placement ordered pursuant to this section may not be longer than forty-five (45) days. The procedure above, may be repeated as necessary.

O. PROTECTIONS FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

1. A student who has not been determined to be eligible for special education and related services under State Rules and District Policies and Procedures, and who has engaged in behavior that violated any rule or code of conduct of Granite School District, including any behaviors described in this section, may assert any of the protections provided for in this section, if the District had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.
2. Granite School District is deemed to have knowledge that a student is a student with a disability if:
 - a. The parent of the student has expressed concern in writing (or orally if the parent does not know how to write or has a disability that prevents a written statement) to personnel of the District that the student is in need of special education and related services.
 - b. The behavior or performance of the student demonstrates the need for these services in accordance with student evaluation/classification procedures.
 - c. The parent of the student has requested an evaluation of the student.
 - d. The teacher of the student, or other personnel of Granite School District, has expressed concern about the behavior or performance of the student to the director of special education of the District or to other personnel of the District in accordance with established Child Find or special education referral system.
3. Granite School District is not be deemed to have knowledge under this section, if, as a result of receiving the information, the District either:
 - a. Conducted an evaluation consistent with State Rules and District Policies and Procedures and determined that the student was not a student with a disability; or

- b. Determined that an evaluation was not necessary, and provided notice to the student's parents of its determination consistent with prior notice requirement.
4. If Granite School District does not have knowledge that a student is a student with a disability prior to taking disciplinary measures against the students, the student may be subjected to the same disciplinary measures as measures applied to students without disabilities who engaged in comparable behaviors consistent with this section.
5. If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures under this section, the evaluation is conducted in an expedited manner.
6. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.
7. If the student is determined to be a student with a disability, taking into consideration information from the evaluation conducted by Granite School District and information provided by the parents, the District provides special education and related services in accordance with the provisions of State Rules and District Policies and Procedures, including the discipline procedures and FAPE requirements.

P. EXPEDITED DUE PROCESS HEARING PROCEDURES

(See USBE-SER.)

Q. REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES

7. Nothing in Part B of the IDEA prohibits Granite School District from reporting a crime committed by a student with a disability to appropriate authorities, or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.
8. Granite School District in reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime.
9. Granite School District in reporting a crime under this section may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.

VI. DISTRICT RESPONSIBILITIES

A. PARTICIPATION IN ASSESSMENTS

1. Granite School District:
 - a. Maintains information demonstrating that students with disabilities are included in general state and districtwide assessment programs with appropriate accommodations and modifications in administration, if necessary.
 - b. Uses Utah State guidelines for the participation of students with disabilities in alternate assessments for those students who cannot participate in state and districtwide assessment programs.

- c. Uses alternate assessments developed by the State for those students with disabilities who cannot participate in state and districtwide assessment programs.
2. Granite School District conducts the alternate assessments described in this section.

B. COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT (CSPD)

1. **General requirements.** Granite School District is implementing a Comprehensive System of Personnel Development (CSPD) that is consistent with the purposes of Part B and Part C of the IDEA and is designed to ensure an adequate supply of qualified special education, regular education, and related services personnel.
2. **Adequate supply of personnel.** In its CSPD plan, Granite School district includes an analysis of state and local needs for professional development for personnel to serve students with disabilities that includes:
 - a. The number of personnel providing special education and related services.
 - b. Relevant information on current and anticipated personnel vacancies and shortages (including the number of personnel with temporary certification), and on the extent of certification or retraining necessary to eliminate these shortages, that is based on existing assessments of personnel needs.

C. INTERAGENCY COLLABORATION

1. **Local Interagency Councils (LICs).** Granite School District participates in a Local Interagency Council (LIC), which addresses general staffing for individual at-risk cases, which require services from more than one agency. Membership on those local councils shall include local representatives from the following: (a) child welfare; (b) developmental disabilities; (c) education; (d) juvenile justice; (e) mental health; (f) parents; (g) substance abuse; and (h) youth corrections.
 - a. The members of the local interagency council select three parents from the local community to serve on the local interagency council, representative of families with children.
 - b. The local interagency council: (1) provides general staffing for individual at-risk cases which require services from more than one agency, (2) provides services to meet the needs of individual cases or create new services to fill gaps in current service continuum, (3) develops an individualized and coordinated service plan for each child or youth at risk and his family, and (4) establishes a case management process to implement individualized and coordinated service plans.
2. **Children with disabilities who are covered by public insurance**
 - a. Granite School District uses Medicaid or other public insurance benefits programs in which a student participates to provide or pay for services required under this section, as permitted under the public insurance program, except as provided below.

- b. With regard to services required to provide FAPE to an eligible student as described in this section:
 - (1) Does not require parents to sign up for or enroll in public insurance programs in order for their student to receive FAPE under Part B of the IDEA.
 - (2) Does not require parents to incur an out-of-pocket expense, such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided as described in this section, but may pay the cost that the parent otherwise would be required to pay.
 - (3) Does not use a student's benefits under a public insurance program if that use would:
 - (a) Decrease available lifetime coverage or any other insured benefit.
 - (b) Result in the family paying for services that would otherwise be covered by the public insurance program and that are required for the student outside of the time the student is in school.
 - (c) Increase premiums or lead to the discontinuation of insurance.
 - (d) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

3. Children with disabilities who are covered by private insurance

- a. With regard to services required to provide FAPE to an eligible child as described in State Rules and District Policies and Procedures, Granite School District may access a parent's private insurance proceeds only if the parent provides informed consent. Each time the District proposes to access the parent's private insurance proceeds, it:
 - (1) Obtain parental consent as described in this section.
 - (2) Inform the parents that their refusal to permit the District to access their private insurance does not relieve the District of its responsibility to ensure that all required services are provided at no cost to the parents.

4. Use of Part B Funds

- a. If Granite School District is unable to obtain parental consent to use the parent's private insurance, or public insurance when the parent would incur a cost for a specified service required under State Rules and District Policies and Procedures, to ensure FAPE the District may use its Part B funds to pay for the service.
- b. To avoid financial cost to parents who otherwise would consent to use private insurance, or public insurance if the parent would incur a cost, the LEA may use

its Part B funds to pay the cost the parents otherwise would have to pay to use the parent's insurance (e.g., the deductible or co-pay amounts).

5. Proceeds from public or private insurance

- a. Proceeds from public or private insurance will not be treated as program income.
- b. If the District spends reimbursements from federal funds (e.g., Medicaid) for services under State Rules and District Policies and Procedures, those funds will not be considered "state or local" funds for purposes of the maintenance of effort provisions in State Rules.

D. REPORTING ON SUSPENSION AND EXPULSION RATES

1. Annually, Granite School District reports to the USOE on the rates of long-term suspensions and expulsions of students with disabilities and nondisabled students for the preceding school year. The USOE examines these data to determine if significant discrepancies are occurring:
 - a. Among LEAs in Utah.
 - b. Between nondisabled students and students with disabilities within Granite School District.
2. If discrepancies are occurring, the USOE shall review and, if appropriate, require revisions in District policies, procedures, and practices to ensure compliance with IDEA-B.
3. Policies, procedures, and practices to be reviewed and, if appropriate, revised, include:
 - (a) The development and implementation of IEPs.
 - (b) The use of behavioral interventions.
 - (c) Procedural safeguards.

E. RECORDS RETENTION REQUIREMENTS

As required by federal regulations, all records related to federal grant funds and compliance shall be retained by Granite School District for four years (or longer if under an audit exception) after completion of the activity for which they used the funds.

1. Records related to grant funds shall be kept that fully show:
 - a. The amount of funds under the grant.
 - b. How the funds were used.
 - c. The total cost of the project.

- d. The share of that cost provided from other sources.
 - e. Other records to facilitate an effective audit.
2. Records related to program compliance shall include:
- a. Interim and final monitoring reports.
 - b. Negotiated action plans, including documentation of corrective actions taken by the District.
 - c. Actions taken by the District to resolve a formal complaint with the USOE.
 - d. Documentation supporting the implementation of a hearing officer's final decision in a due process hearing.
 - e. Child count and S-3 documents, to include, but not be limited to, entry/exit dates, locations, and service codes.
 - f. Individual student records, including IEPs, evaluation data, and required consent and prior notice forms.

VII. ADMINISTRATION AND GOVERNANCE

A. GRANITE SCHOOL DISTRICT ELIGIBILITY FOR IDEA-B FUNDS

1. Annually, the Utah State Office of Education (USOE) notifies Granite School District of the availability of federal funds under Part B of the Individuals with Disabilities Education Act (IDEA). In order to receive IDEA-B flow-through funds, Granite School District must have in effect policies, procedures, and programs that are consistent with Utah State Board of Education (USBE) Special Education Rules. The District must have on file with the USOE the policies and procedures described in this section, including any supporting documentation necessary to ensure their implementation.

2. At a minimum, Granite School District must address the following components:
 - a. General Information
 - b. Budget Information and Categories
 - c. Assurances
 - d. Narrative
 - (1) Introduction
 - (2) Requirements
 - (a) General program description
 - (b) Free Appropriate Public Education/exception to FAPE for certain ages
 - (c) Full Educational Opportunity Goal/timetable
 - (d) Child Find
 - (e) Evaluation and determination of eligibility
 - (f) Confidentiality of personally identifiable information
 - (g) Individualized Education Programs
 - (h) Procedural safeguards
 - (i) Least Restrictive Environment
 - (j) Transition of children from Part C to preschool program
 - (k) Performance goals and indicators
 - (l) Participation in assessments/reporting assessments
 - (m) Public participation
 - (n) Methods of ensuring services
 - (o) Comprehensive System of Personnel Development
 - (p) Supervision
 - (q) Students in private schools
 - (r) Local or Regional Interagency Council
 - (s) Use of Part B funds
 - (t) Personnel standards
 - e. Additional procedures and information which the USOE may require in order to meet federal requirements, including suspension and expulsion rates.
3. If Granite School District has on file with the USOE policies and procedures that demonstrate that the District meets any requirement of this section, including any policies and procedures filed under IDEA-B prior to June 4, 1997, the USOE shall consider the

District to have met the requirement for purposes of receiving Part B funds under the IDEA.

4. Policies and procedures submitted by Granite School District, in accordance with this section, remain in effect until:
 - a. Granite School District submits modifications to the USOE that the District determines are necessary. The provisions of State Rules apply to any modifications in the District's policies and procedures in the same manner and to the same extent as the District's original policies and procedures.
 - b. The USOE requires Granite School District to modify its policies and procedures, but only to the extent necessary to ensure the District's compliance with Part B of the IDEA, if:
 - (1) After June 4, 1997, the provisions of the IDEA or its implementing regulations are amended.
 - (2) There is a new interpretation of the IDEA by federal or state courts.
 - (3) There is an official finding of noncompliance with federal or state law or regulations.
5. Granite School District must have on file with the USOE information to demonstrate, to the satisfaction of the USOE, that it will make available to parents of students with disabilities and to the general public all documents relating to the eligibility of the agency under Part B of the IDEA.

B. USE OF PART B FUNDS BY GRANITE SCHOOL DISTRICT

1. Granite School District has on file with the USOE information to demonstrate that amounts provided to the District under Part B of the IDEA:
 - a. Will be expended in accordance with the applicable provisions of State Rules.
 - b. Will be used only to pay the excess costs of providing special education and related services to students with disabilities, consistent with State Rules.
 - c. Will be used to supplement state, local, and other federal funds and not to supplant those funds.
2. Except as noted below, funds provided to Granite School District under Part B of the IDEA may not be used to reduce the level of expenditures for the education of students with disabilities made by the District from local funds below the level of those expenditures for the preceding fiscal year.
3. Annually, Granite School District must have on file with the USOE information to demonstrate that the maintenance of effort requirements of this section are met.

4. Granite School District may reduce the level of expenditures by the District under Part B of the IDEA below the level of those expenditures for the preceding fiscal year if the reduction is attributable to:
 - a. The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel, who are replaced by qualified, lower-salaried staff.

NOTE: In order for Granite School District to invoke the above exception, the District must ensure that those voluntary retirements or resignations and replacements are in full conformity with existing school board policies in the District, the applicable collective bargaining agreement in effect at that time, and applicable state statutes.
 - b. A decrease in the enrollment of students with disabilities.
 - c. The termination of the obligation of the District, consistent with State Rules, to provide a program of special education to a particular student with a disability that is an exceptionally costly program as determined by the USOE, because the student has left the jurisdiction of the District, has reached the age at which the obligation of the District to provide FAPE to the student has terminated, or no longer needs the program of special education.
 - d. The termination of costly expenditures for long-term purchases such as the acquisition of equipment or the construction of school facilities.
5. For any fiscal year in which federal funds for Part B of the IDEA exceeds \$4.1 billion dollars, Granite School District may treat as local funds up to 20 percent of the amount of funds it receives under Part B of the IDEA that exceeds the amount it received under Part B of the IDEA for the previous fiscal year. The requirements regarding supplanting and maintenance of effort described above do not apply with respect to the amount that may be treated as local funds under this section.
6. If the USOE determines that Granite School District is not meeting the requirements of these Rules, the USOE may prohibit the District from treating funds received under part B of the IDEA as local funds under this section for any fiscal year, but only if it is authorized to do so by the state constitution or a state statute.
7. **Schoolwide programs under Title I of the ESEA:** An LEA may use funds received under Part B of the IDEA for any fiscal year to carry out a schoolwide program under section 1114 of the Elementary and Secondary Education Act of 1965, except that the amount used in any schoolwide program may not exceed the amount received by the District under Part B for that fiscal year, divided by the number of students with disabilities in the jurisdiction of the District, and multiplied by the number of students with disabilities participating in the schoolwide program.
 - a. The funds described in this section are considered as federal Part B funds for purposes of the calculations required for excess cost and supplanting.
 - b. The funds described in this section may be used without regard to the requirements of paragraph one, item 1.a. of this section.

- c. Except as provided in this section, all other requirements of Part B must be met by the District using Part B funds in accordance with this section, including ensuring that students with disabilities in school-wide program schools receive services in accordance with a properly developed IEP, and are afforded all of the rights and services guaranteed to students with disabilities under the IDEA.
8. Funds provided to Granite School District under Part B of the IDEA may be used for the costs of special education and related services, and supplementary aids and services provided in a regular class or other education-related setting to a student with a disability in accordance with the IEP of the student, even if one or more nondisabled students benefit from these services.
9. Granite School District may not use more than 5 percent of the amount the agency receives under Part B of the IDEA for any fiscal year, in combination with other amounts (which must include amounts other than education funds), to develop and implement a coordinated services system designed to improve results for students and families, including students with disabilities and their families.
10. In implementing a coordinated services system under this section, Granite School District may carry out activities that include:
 - a. Improving the effectiveness and efficiency of service delivery, including developing strategies that promote accountability for results.
 - b. Service coordination and case management that facilitate the linkage of IEPs under Part B of the IDEA and IFSPs under Part C of the IDEA with individualized service plans under multiple federal and state programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplementary security income).
 - c. Developing and implementing interagency financing strategies for the provision of education, health, mental health, and social services, including transition services and related services under the IDEA.
 - d. Interagency personnel development for individuals working on coordinated services.
11. If Granite School District is carrying out a coordinated services project under Title XI of the Elementary and Secondary Education Act of 1965 and a coordinated project under Part B of the IDEA in the same schools, the District may use the amounts under this section in accordance with the requirements of that title.
12. The USOE may grant authority to Granite School District to permit a public school described in this section (through a school-based standing panel) to design, implement, and evaluate a school-based improvement plan described in this section for a period not to exceed 3 years.
13. If the USOE grants the authority described in this section, Granite School District has the sole responsibility of oversight of all activities relating to the design, implementation, and evaluation of any school-based improvement plan that a public school is permitted to design under this section.

14. Granite School District may, in accordance with the above paragraph, use funds made available under Part B of the IDEA to permit a public school within the jurisdiction of the District to design, implement, and evaluate a school-based improvement plan that is consistent with the purposes described in the USOE's State Program Improvement Grant and that is designed to improve educational and transitional results for all students with disabilities and, as appropriate, for other students consistent with the "benefits to nondisabled students" provisions and in the public school.
15. A school-based improvement plan described in this section must:
 - a. Be designed to be consistent with the purposes described in the USOE's State Improvement Grant (SIG) and to improve educational and transitional results for all students with disabilities and, as appropriate, for other students consistent with the "benefits to nondisabled students" provisions, who attend the school for which the plan is designed and implemented.
 - b. Be designed, evaluated, and, as appropriate, implemented by a school-based standing panel established in accordance with this section.
 - c. Include goals and measurable indicators to assess the progress of the public school in meeting these goals.
 - d. Ensure that all students with disabilities receive the services described in their IEPs.
16. Granite School District having been granted authority to permit a public school to design, implement, and evaluate and school-based improvement:
 - a. Selects each school under the jurisdiction of the District that is eligible to design, implement, and evaluate the plan.
 - b. Requires each school selected, in accordance with criteria established by the District, to establish a school-based standing panel to carry out the duties described in this section.
 - c. Establishes:
 - (1) Criteria that must be used by the District in the selection of an eligible school.
 - (2) Criteria that must be used by an eligible public school in the establishment of a school-based standing panel to carry out the duties described in his section, and that ensure that the membership of the panel reflects the diversity of the community in which the public school is located and includes, at a minimum:
 - (a) Parents of students with disabilities who attend a public school, including parents of students with disabilities from unserved and underserved populations, as appropriate.

- (b) Special education and general education teachers of public schools.
 - (c) Special education and general education administrators, or the designees of those administrators, of those public schools.
 - (d) Related services providers who are responsible for providing services to the students with disabilities who attend those public schools.
 - (3) Criteria that must be used by the District with respect to the distribution of funds under Part B of the IDEA to carry out this section.
 - d. Disseminates the criteria to local school district personnel and local parent organizations within the jurisdiction of Granite School District.
 - e. Requires a public school that desires to design, implement, and evaluate a school-based improvement plan to submit an application at the time, in the manner, and accompanied by the information, that the District reasonably requires.
 - f. Establishes procedures for approval by the District of a school-based improvement plan designed under Part B of the IDEA.
- 17. In carrying out the requirements of this section, Granite School District ensures that the parents of students with disabilities are involved in the design, evaluation, or if appropriate, implementation of school-based improvement plans in accordance with this section.
- 18. A school-based improvement plan described above may be submitted to Granite School District for approval only if a consensus with respect to any matter relating to the design, implementation, or evaluation of the goals of the plan is reached by the school-based standing panel that designed the plan.
- 19. Granite School District may approve a school-based improvement plan of a public school within the jurisdiction of the District for a period of 3 years, if:
 - a. The approval is consistent with the policies, procedures, and practices established by the District and in accordance with this section.
 - b. A majority of the parents of students who are members of the school-based standing panel, and a majority of other members of the school-based standing panel that designed the plan, agree in writing to the plan.
- 20. If a public school within jurisdiction of Granite School District meets the applicable requirements and criteria described in this section at the expiration of the 3-year approval period, the District may approve a school-based improvement plan of the school for an additional 3-year period.

C. COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT (CSPD)

Granite School District has on file with the USBE information to demonstrate that:

1. All personnel necessary to carry out Part B of the IDEA within the jurisdiction of the District are appropriately and adequately prepared, consistent with the requirements of Part B of the IDEA and the Special Education Rules.
2. To the extent Granite School District determines appropriate, it shall contribute to and use the CSPD of the USBE.

D. PROVISION FOR LEADERSHIP

Granite School District provides appropriate and specific full-time or percent of FTE leadership service for coordination and supervision of special education programs, including instructional assistance to special education teachers. Leadership may be provided within the district, on a multi-district or regional basis, or by contracted arrangement. Appropriateness is defined as an administrative/supervisory credential with an emphasis in special education. In addition, Granite School District may designate certain special educators to serve as “consulting or helping teachers” to other special education personnel.

E. PROVISIONS FOR DIAGNOSTIC AND ASSESSMENT PERSONNEL

School districts or agencies shall provide appropriate and specific identification, diagnostic and evaluation services.

F. RECOMMENDED CASELOADS FOR SERVICE PATTERNS

Granite School District administration oversees the caseload of each special educator (including psychologists, speech language specialists, occupational therapists, physical therapists, adaptive P.E. specialists, and any other related servers), taking into account the number of students, the hours of service per student, the pupil/teacher ratio during instruction, and the number of students with severe disabilities in the caseload.

1. At any given time, the teacher’s active caseload (head count, not ADM) for the following **resource** services (less than 180 minutes per day for grades 1-12, or less than 90 minutes per day for grade K) should be managed to the extent possible not to exceed:

Resource room, two or more disabilities	35
Speech Language	60
Hearing impairments	20
Visual impairments	20

2. At any given time, the teacher’s active caseload (head count, not ADM) for **self-contained** services (180 minutes per day or more, grades 1-12, 90 minutes per day or more, grade K) should be managed to the extent possible not to exceed 15.
3. **Preschool Services.**

At any give time, the teacher’s active caseload ratio during a preschool session (A.M. or P.M.) should be managed to the extent possible not to exceed:

5 students with disabilities

6-10 students with disabilities plus aide support

11-15 students with disabilities plus aide support

G. EDUCATOR LICENSURE REQUIREMENTS

Any professional providing services to students with disabilities must hold a Utah Professional Educator License in the area in which they provide services. This includes special education teachers, communication disorders specialists, school psychologists, school social workers, physical and occupational therapists, and other professionals. The district superintendent shall be responsible for the assessment and the appropriateness of credentials when assigning staff members.

1. Teachers managing the IEPs of students with disabilities who need instruction in **core curriculum-based** academic, behavior, and life skill demands hold a license with Special Education as an area of concentration and mild/moderate as an endorsement. This requirement applies regardless of setting (resource or self-contained) or category of disability.
2. Teachers managing the IEPs of students with learning/behavior/adaptive deficits, who need instruction in **functional** academic, **functional** behavior, and **functional** life skill demands, hold a license with Special Education as an area of concentration and severe as an endorsement. This requirement applies regardless of setting (resource or self-contained) or category of disability.
3. Teachers providing service to the single categories of SLI, HI, and VI are endorsed in the category to be served.
4. Teachers assigned to teach academic subjects in secondary special education programs must, in addition to their basic or standard to teach special education, obtain not fewer than nine (9) quarter hours of state-approved college or inservice course work in each of the subject areas in which credit is awarded, or must meet the licenser renewal.
5. Teachers serving students identified as having a disability and receiving homebound or hospital instruction are licensed as follows:
 - a. If the homebound/hospitalized student with disabilities was previously served in a resource setting, the teacher serving the student may have any regular or special education credential.
 - b. If the homebound/hospitalized student with disabilities was served through a self-contained level of service in the school, or if the home/hospital service is the placement of choice for the student by IEP directive, the teacher serving the student has the appropriate special education license as described in #1 and #2 above.
6. School social workers and school psychologists providing services to students with disabilities are certified by the State Board of Education as school social workers or school psychologists or hold Utah State licensure.

7. A Special Education (birth through age 5) License is issued to fulfill the highest qualified personnel standard required by P.L. 99-457. The area of concentration is required for teaching preschool students with disabilities. Teachers who hold an equivalent credential from out of state are required to meet the new Utah standards when renewing. All professional personnel teaching preschool and holding a special education endorsement or regular education early childhood endorsement are required to complete a Utah State Office of Education/Institutions of Higher Education approved training program, which allows them to be eligible for the new Special Education (birth through age 5) License. This preservice/in-service training program and procedure is developed based on an analysis of presently held endorsements, and training activities as compared to the new standards.
 - a. Teachers serving preschool-aged students with disabilities must hold the Special Education (Birth–Age 5) educator license.
 - b. In addition, all Special Education Rules pertaining to licensing, including standards for psychological examiners, are adhered to.
8. Individuals providing psychological diagnostic services for students with disabilities hold a Utah State credential for psychologists or state licensure.

VIII. FUNDING

Eligible reimbursable costs are those costs specified in UBE-SER. Such funds provide restricted (categorical) monies, which must be spent for the education of students with disabilities. Each year, the School Finance Law states the total number of weighted pupil units and the corresponding dollar amount, creating a base for available state funds.

A. ALLOCATION OF STATE REVENUES FOR PROGRAMS FOR STUDENTS WITH DISABILITIES

Each district shall receive its allocation of monies appropriated for programs for students with disabilities as provided in this subsection.

1. The State Board of Education shall use the total number of special education weighted pupil units generated during fiscal year 2013-14 as a base for the appropriation.
2. Each district shall receive a foundation allocation based on its special education weighted pupil units for FY15 (2008-2013 a 2-7 year average) as compared to the state's total special education weighted pupil units for that year.
3. If monies appropriated under this section for programs for students with disabilities do not meet the costs of districts for those programs, each district shall first receive the amount generated for each student with a disability under the basic program.
4. Funds allocated but unspent must be carried as a balance the following year.
5. Funds may be spent only for direct costs, as provided in UBE-SER. Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with the specific special education activities or programs, as distinguished from those costs incurred for several different activities or programs and whose elements are not readily identifiable with specific special education activities.
6. Allowable direct costs for approved programs for students with disabilities are as follows:

Object codes:

- | | |
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| 115 | Properly licensed personnel in direct supervision or coordination of special education programs. |
| 131 | Properly licensed teachers who teach students in special education programs/services. |
| 132 | Substitute teachers. |
| 141 | Social workers who work directly with students in special education programs/services. |
| 143 | Properly licensed health personnel who are assigned to work with students in special education programs/services. |
| 144 | Properly licensed persons qualified as psychologists who are used in identifying, diagnosing, and evaluating students with disabilities, and in instructional or treatment services. |
| 152 | Secretarial personnel assigned to work directly with special education programs/services. |
| 161 | Teachers' aides and paraprofessionals (including bus aides). |

SPECIAL NOTE: Personnel who are assigned to work directly with programs for students with disabilities on a part-time basis must have their salaries prorated accordingly from special education funds and other funds, and such must be documented.

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|-----|--------------------|
| 200 | Employee benefits. |
|-----|--------------------|

Based on the number of weighted pupil units in special education within a school district, the special education program is entitled to its equitable share of the social security and retirement lines in the minimum school budget. It may be appropriate to expend state special education funds for excess costs for social security and retirement at local board discretion, consistent with the treatment of other restricted programs.

Special education funds can be used for this purpose only when the district does not receive sufficient social security and retirement funds to cover all eligible district special education employees, not to exceed the actual percent of deficit.

- 210 State retirement.
- 220 Social Security.
- 241 Group Insurance. Certificated and classified personnel who are assigned to programs for students with disabilities (to be prorated, if part-time).
- 270 Industrial Insurance—Workman’s Compensation
- 280 Unemployment Insurance (for individual special education employees).
- 290 Other employee benefits (for individual special education employees).
- 320 Contracted services and other costs for instructional programs, which can be traced directly to special education programs/services without the need for proration.
- 442 Rental of equipment for programs for students with disabilities.
- 580 Approved travel for personnel in conjunction with their assignments to special education programs/services.

- 610 Teaching supplies.
- 641 Textbooks.
- 644 Library books.
- 650 Instructional media/materials (periodicals).
- 660 Audio/visual materials.
- 730 Equipment for the special education programs/services.

Following are examples of UNALLOWABLE direct costs:

- 2300 General District Administration.
- 2700 Pupil transportation (provided under the transportation program).

Function codes: 2600 Operation and maintenance of school plant.

Exception: Telephone charges for the school may not be prorated to the special education program even though the school placed an extension phone in the special education area. The special education department may be billed for telephone charges only if a separate direct line is provided to the special education area specifically.

- 4000 Capitol outlay, except for equipment for programs specifically for students with disabilities.

Object codes: 441 Rental of land and buildings.

- 520 Insurance.
- 800 Other objects.

7. **Indirect costs are unallowable:** Indirect costs are those elements of cost necessary in the provision of a program, which are of such nature that they cannot be readily or accurately identified with the specific special education service. For example, the custodial staff may clean corridors in a school building which is used jointly by administrative, instructional, maintenance, and attendance personnel. In this case, a part of custodial salaries is an indirect expense of each service using the corridors. However, it is impossible to determine readily or accurately the amount of the salary to charge each of these services. The same is true of such supplies as paper towels or tissue, writing paper, etc.
8. **Personnel:** Where personnel serve students with disabilities and are paid from special education program funds, their entire time must be spent with the students with

disabilities. If the person has other responsibilities, that portion of the person's time devoted to students with disabilities must be documented to show that the time spent in the program for students with disabilities and the proportional salary paid from special education funds are defensible.

9. **Contracted services:** Contracted services are rendered by personnel who are not on the payroll of the public agency. Funds expended for contracted services for students with disabilities are limited to those appropriate expenses authorized by the contract.

10. **General funds:** All cost of programs for students with disabilities borne by the district, which are not classified as direct costs, will come from general funds of the district.

B. ADMINISTRATIVE PROCEDURES FOR DETERMINING AGGREGATE DAYS OF MEMBERSHIP

1. **Membership** is the sum of all days a student is a member, absent or present, of a class or school. A student is a member of a class or school from the date of entrance at the school and is placed on the current roll until official withdrawal from the class or school because of completion, dismissal, death, transfer, or administrative withdrawal. The date of withdrawal is the date on which it is officially known that the student has left school for one of the above reasons and is not necessarily the first day after the date of last attendance. In no case may the date of withdrawal be longer than 10 days after the last day of attendance, except for reasons of sickness, hospitalization, pending court investigation or action, or prior-approved trips.

2. **Official records.** To determine membership, school districts shall ensure that records of attendance are kept in each school which clearly and accurately show the entry date and exit date of each student and whether a student is absent from school ten consecutive school days. A minimum of one attendance check shall be made by the school each school day.

C. CORRELATION OF REPORTS

In order to ensure accuracy, districts shall provide a procedure for program, financial, and statistical personnel to coordinate and correlate information required by the State Office of Education. (Example: A count of students served, as reported on the S-3 report, must agree with the official attendance records maintained by the district.)

D. RECOVERY OF FUNDS FOR MISCLASSIFIED STUDENTS

These Rules describe procedures for determining the disability condition and eligibility for special education services. A student with disabilities whose diagnostic record does not support or substantiate the classification of a disability condition will be considered an erroneously

classified student not eligible to be counted under the provisions of the state or federal requirements, or to receive federal or state funds.

An independent auditor shall be employed by each school district to audit its student accounting records annually and report the findings to the district Board of Education.

Reporting due dates and suggested forms and procedures are found in the Guidelines and Procedures for Conducting the Annual Statistical Audits of Fall Enrollment and Student Membership provided to school districts by the Utah State Office of Education.

The Utah State Office of Education shall review student membership and fall enrollment audits as they relate to the allocation of state funds. These audits will determine whether criteria established by the Utah State Board of Education Special Education Rules have been met by reviewing the required documentation of selected classified students. If a student is found to be misclassified, and federal and/or state expenditures have been made for direct or related service to that student, a notification of audit exception will be given to the district. Reimbursement for expenditures made on a student erroneously classified as having a disability will be made to the State Office of Education within ninety (90) days of notification of audit exception.

If a district disagrees with the findings of the independent auditor, a hearing may be requested by following the procedure outlined in these Rules (see Rule VI.M.8., Allocation and Use of Part B Funds).