

HighMark Charter School Board of Directors Meeting

Date: August 21, 2023

Time: 7:00PM

Location: 2467 E South Weber Drive, South Weber, UT 84405



The mission of HighMark Charter School is to equip students with the highest quality education while fostering an entrepreneurial spirit by integrating practical business applications throughout the core curriculum.

AGENDA

CALL TO ORDER

REPORTS

- Principal's Report
- Budget Report

CONSENT ITEMS

- May 27, 2023 Board Meeting and Closed Session Minutes
- June 7, 2023 Board Meeting and Closed Session Minutes
- Ratify New Hires

VOTING ITEMS AND DISCUSSION ITEMS

- Early Learning Plan
- Special Education Policies & Procedures Manual
- Special Education Services Agreement
- Gym AV Purchase
- Policies to Review
 - Bullying and Hazing Policy
 - Fee Waiver Policy
- Board Member Terms & Applications

CLOSED SESSION- to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

ADJOURN

Principal's Report

INFO REPORT

Enrollment:

2021: 659
2022: 651
2023: 681
2024: 671 (Current)

Budget: The School had an increase in Net Surplus of \$357,716 for the year ended June 30, 2023.

Growth: Acadience (BOY to EOY)

Reading: (K-6th)

21-22: 6% +

22-23: 6% +

Math: (K-3rd)

21-22: 1% +

22-23: 13% +

GOALS

Successfully complete and pass accreditation for Highmark during the 23-24 school year.

Maintain 95% enrollment (660) for October 1st count.

Maintain consistent and constant communication with stakeholders.

Work with Ryan and Blake, maintaining a healthy budget while continuing to improve Highmark with various projects.

AROUND THE SCHOOL

Completed Projects: All elementary classrooms have been updated with brand new furniture for the 23-24 school year.

Built weight room for our new Strength and Conditioning class. Sports teams will also be using the weight room for practices.

Purchased a small shed for outside and cleaned out our kitchen so that area is now 100% useable.

SOAR: Students can choose from the following: English lab, Math lab, Science lab, Art Lab, History Lab, PE Makeup, Computer Lab, CCA Lab, PFA

Center, Incentive, and Group Work. We also have Off Track 4+ Projects and a detention room. For off-track and Detention options, students can be moved to these rooms without choice based on off-track projects or due to poor decision-making. Jr High parents and students will receive an e-mail in the morning to confirm the SOAR class they signed up for.

Cognia Accreditation: Highmark is set to host its accreditation Engagement Review during the 2023-24 School year. During this process we will do the following:

This process begins with team

orientation and training from Cognia. Then we begin to reflect and collaborate; we'll identify and collect the evidence that most meaningfully demonstrates our strengths and challenges.

Cognia then reviews our evidence and data and analyzes all input against the Cognia Performance Standards and Rubrics.

The Cognia team will synthesize all the input, identify patterns of strength, and recommend how to apply your institution's strengths to improve, discussing all the conclusions with us.

"NEW" @ HIGHMARK

New Jr. High Classes:
Strength and Conditioning (9th grade PE elective)

Digital Business Applications (9th grade Digital Studies Elective, required for all 9th graders)

French 1 (9th grade foreign

language elective)

Exploring Technology II: Design and Modeling (7th and 8th grade computer technology elective)

Creative Coding II (7th and 8th grade computer technology elective)

Coming Soon: Update Highmark's gym audio/video equipment.

Set aside \$200,000 for building improvements for the 23-24 school year.

HighMark Charter School Board of Directors Meeting

May 27, 2023

Location: 2467 E South Weber Drive, South Weber, UT 84405

In Attendance: Richard Bigler, Blake Petersen, Rory Ukena, Lori Drake

Others In Attendance: Shawn Miehlke, Krystal Taylor, Ryan Smith



MINUTES

CALL TO ORDER

Richard Bigler called the meeting to order at 8:05 AM.

REPORTS

- Principal's Report

Shawn Miehlke presented his year end principals report. This report included an update on progress monitoring that is ongoing, along with goals that have been worked towards. HighMark Charter school was recognized by USBE for school performance. Clubs were very popular, and will be offered year round next year. P

- Budget Report

- Fraud Risk Assessment

Ryan Smith and Blake Petersen presented current budgeting numbers. A review of the Fraud Risk Assessment was provided.

CONSENT ITEMS

- March 13, 2023 Board Meeting and Closed Session Minutes

- May 3, 2023 Board Meeting Minutes

- Ratify New Hires

Shawn Miehlke provided names and positions for new hires.

Richard Bigler made a motion to approve the March 13, 2023 Board Meeting and Closed Session Minutes; the May 3, 2023 Board Meeting Minutes and to ratify the new hires as discussed. Lori Drake seconded. Motion passed unanimously. Votes were as follows:

Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

VOTING ITEMS AND DISCUSSION ITEMS

- Audit Engagement Letter

- 2022/2023 Final Amended Budget

- 2023/2024 Proposed Budget

Ryan Smith explained the process that will take place with Eide Bailey and the annual audit. Blake Petersen and Ryan Smith provided a detail

Blake Petersen made a motion to approve Audit Engagement Letter; 2022/2023 Final Amended Budget and the 2023/2024 Proposed Budget. Rory Ukena seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

- HighMark Honorees
Richard Bigler praised Shawn Miehlke for the amazing work that he does for the school. The board is impressed with the morale and the ongoing culture of the school that he has fostered.
Richard Bigler made a motion to award Shawn Miehlke as a HighMark Honoree. Lori Drake seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.
- Board Member Terms & Elected Officers
The board discussed the ongoing efforts for an additional board member.
Richard Bigler made a motion to approve all current board terms and elected officers to remain as is. Blake Petersen seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.
- Chromebook Purchases
- Laptop Purchases
Shawn Miehlke outlined the needs for the new technology purchases.
Lori Drake made a motion to approve Chromebook purchases up to \$35,000 and the Laptop purchases up to \$45,000 as discussed. Rory Ukena seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.
- Teacher Student Success Act Plan (TSSA)
- Mental Health Screening Determination
Shawn Miehlke reviewed updated goals and information throughout the TSSA plan for the upcoming year. The plan is similar to previous year plans.
Richard Bigler made a motion to approve the Teacher Student Success Act plan and that HighMark Charter school opt out of the Mental Health Screening participation at this time. Lori Drake seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.
- Amended Travel Policy
- Amended Administration of Medication Policy
- Rescind Test Administration Policy
- Assessment of Student Achievement Policy
- Dropout Prevention and Recovery Policy
Shawn Miehlke outlined the changes and the reasoning for the above policies.
Rory Ukena made a motion to approve the Amended Travel Policy; Amended Administration of Medication Policy; to rescind the Test Administration Policy; approve the Assessment of Student Achievement Policy and Dropout Prevention and Recovery Policy. Blake Petersen seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.
The board took a break at 9:51AM.
The board returned from break at 10:50AM.

- Language Access Policy
- Public Education Materials Development Policy
- Sale of Food and Beverages Policy

Shawn Miehke explained the process at the school for language translators and interpreters. An outline on the public education materials development policy was provided.

Rory Ukena made a motion to approve the Language Access Policy, Public Education Materials Development Policy and the Sale of Food and Beverages Policy. Lori Drake seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

- Policy Renewals
 - Electronic Resources and Devices Policy
 - Wellness Policy

The above policies are part of the annual policies that the board will review and renew annually. There were no changes.

Richard Bigler made a motion to approve Electronic Resources and Devices Policy, and Wellness Policy. Lori Drake seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

- Policies to Review
 - Attendance Policy
 - Donation and Fundraising Policy
 - Sex Education Instruction Policy

Shawn Miehke provided an update on the attendance data during his report. The administrative team continues to look into ways to increase attendance. Board members reviewed the donation and fundraising policy and asked clarifying questions on how fundraising can take place. Ryan Smith guided the board to answers on allowed fundraising. The Sex Education Instruction Policy was also reviewed. The school will continue to utilize the Davis School District online resources.

TRAINING

- Open and Public Meetings Act
- Annual Commitment to Ethical Behavior
- Board Communication Guidelines
- Strategic Planning

The board reviewed the training documents for the Open and Public Meetings Act. They each signed the annual commitment to ethical behavior. Richard Bigler directed board members to the board communication guidelines as a reminder. The board will look at further strategic planning at another time.

VOTING ITEMS AND DISCUSSION ITEMS

- Series 2013B Bond Resolution

The board had no further questions on the bond resolution.

Blake Petersen made a motion to approve the Series 2013B Bond Resolution. Rory Ukena seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

CALENDARING

- Board Meeting Calendar 2023/2024

The board reviewed the annual meeting calendar for the upcoming school year.

CLOSED SESSION- to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

At 11:26 AM Richard Bigler made a motion to move into closed session located at HighMark Charter School. Lori Drake seconded. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye. Motion passed unanimously.

At 12:27 PM Blake Petersen made a motion to move out of closed session. Rory Ukena seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

VOTING ITEMS AND DISCUSSION ITEMS

- Director Employment Agreement

There was no further discussion from the board.

Blake Petersen made a motion to approved the Director Employment Agreement as discussed in closed session. Rory Ukena seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

ADJOURN

At 12:30 PM Blake Petersen made a motion to adjourn. Lori Drake seconded. Motion passed unanimously. Votes were as follows: Richard Bigler, Aye; Blake Petersen, Aye; Rory Ukena, Aye; Lori Drake, Aye.

HighMark Charter School
Board of Directors Closed Session
Meeting Date: May 27, 2023
Location: 2467 E. South Weber Drive, South Weber, UT 84405



CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for HighMark Charter School entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-2(1)(a).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 27th day of May, 2023, at 2467 E. South Weber Drive, South Weber, UT 84405.

A handwritten signature in black ink, appearing to read 'Richard Bigler'.

Richard Bigler, Board Chair

HighMark Charter School Board of Directors Meeting

June 7, 2023

Location: 2467 E South Weber Drive, South Weber, UT 84405

In Attendance: Richard Bigler, Lori Drake, Blake Petersen, Rory Ukena

Others In Attendance: Shawn Miehlike, Krystal Taylor, Ryan Smith, Janey Stoddard



Minutes

CALL TO ORDER

Richard Bigler called the meeting to order at 5:31PM.

VOTING ITEMS AND DISCUSSION ITEMS

- Lawn Care Agreement
Shawn Miehlike discussed issues that have occurred with the current lawn care provider. Due to challenges with the provider Shawn is recommending that a change in provider be made.
Richard Bigler made a motion to approve a 1-year agreement with Groundsmen. Blake Petersen seconded the motion. The motion passed unanimously. Votes were as follows: Lori Drake, Aye; Rory Ukena, Aye; Richard Bigler, Aye; Blake Petersen, Aye.
- Asphalt Invoice
Shawn Miehlike reviewed bids from several companies. He recommended moving forward with Andersen Asphalt to complete the work.
Lori Drake made a motion to approve up to \$25,000 to Andersen Asphalt. Rory Ukena seconded the motion. Motion passed unanimously. Votes were as follows: Lori Drake, Aye; Blake Petersen, Aye; Richard Bigler, Aye; Rory Ukena, Aye.

CLOSED SESSION- to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(l)(a).

At 5:45PM Richard Bigler made a motion to move into closed session located at Highmark Charter School. Rory Ukena seconded the motion. Votes were as follows: Lori Drake, Aye; Blake Petersen, Aye; Richard Bigler, Aye; Rory Ukena, Aye. Motion passed unanimously.

At 6:37 PM Richard Bigler made a motion to come out of closed session. Lori Drake seconded the motion. Motion passed unanimously. Votes were as follows: Lori Drake, Aye; Blake Petersen, Aye; Richard Bigler, Aye; Rory Ukena, Aye.

VOTING ITEMS AND DISCUSSION ITEMS

- Director Employment Agreement
There was no further discussion.

Rory Ukena made a motion to approve the director employment agreement as discussed in closed session. Blake Petersen seconded the motion. Motion passed unanimously. Votes were as follows: Lori Drake, Aye; Blake Petersen, Aye; Richard Bigler, Aye; Rory Ukena, Aye.

ADJOURN

At 6:30pm Richard Bigler made a motion to adjourn. Lori Drake seconded the motion. Motion passed unanimously. Votes were as follows: Lori Drake, Aye; Blake Petersen, Aye; Richard Bigler, Aye; Rory Ukena, Aye.

DRAFT

HighMark Charter School Board of Directors Closed Session

Meeting Date: June 7, 2023

Location: 2467 E. South Weber Drive
South Weber, UT 84405



CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for ___
HighMark Charter School entered into a closed session for the sole purpose of discussing
the character, professional competence, or physical or mental health of an individual in
accordance with Utah Code Ann. 52-4-2(1)(a).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 7th day of June, 2023, at 2467 E. South Weber Drive South Weber, UT 84405

A handwritten signature in black ink, appearing to read 'Richard Bigler', is written over a horizontal line.

Richard Bigler, Board Chair



EARLY LEARNING PLAN 2023-2024

LEA Name: Highmark Charter School

Date of Expected Local Board Approval: 8/21/2023

Directions:

- To support LEAs in successful completion of this plan, a Look Fors Document has been created and can be found here: <https://docs.google.com/document/d/1TB91xNYFzQs-t5cO1sPhmjz5Pmcehr0l/edit?usp=sharing&oid=111364743146836537372&rtpof=true&sd=true>
- Submission of an Early Learning Plan (sections A, B, and C) is required for each LEA regardless of applying for funding.

Funds Being Applied for: Check all that apply. ([Estimated Funding and Matching Amounts](#))

X Early Literacy Program Funds

DISTRICT ONLY - Matching Funds:

Program	Amount Matching	Levy Type
<input type="checkbox"/> Low Income Program	\$	
<input type="checkbox"/> Guarantee Program	\$	

Submission of Early Learning Plan: [Pathways to Early Learning Program \(ELP\) Plan Submission and Approval](#)

- Submission on or before August 1st: For ELP **preapproval**, submit the following to earlylearning@schools.utah.gov **by August 1st.**
 - ELP Plan as a WORD document

- Submission after August 1st: For ELP **final approval**, submit the following in [Utah Grants](#) **no later than September 1st by 5 p.m.**
 - Early Literacy budget,
 - Final ELP plan (as an attachment),
 - Local board minutes (as an attachment)
- Goals must be submitted into the [Data Gateway - Early Literacy Page](#) **no later than September 1st by 5 p.m.**

SECTION A: EARLY LITERACY

1. List your evidence-informed core curriculum program(s) for grades K-3 literacy in the following areas:

**SB 127: Districts and charters are required to provide instructional materials that are evidence-informed for core instruction and evidence-based for intervention and supplemental instruction.*

Core Area	*Evidence-Informed Curriculum(s) (defined in SB 127 as: (i) is developed using high-quality research outside of a controlled setting in the given field, and (ii) includes strategies and activities with a strong scientific basis for use)	
	General Education	Special Education
Phonological Awareness	Wonders/Reading Horizons/Heggerty/Lexia	Wonders/Reading Horizons/Heggerty/Lexia/Read180
Phonics	Wonders/Reading Horizons/Lexia	Wonders/Reading Horizons/Lexia/Read180
Fluency	Wonders/Reading Horizons/Lexia	Wonders/Reading Horizons/Lexia/Read180
Vocabulary	Wonders/Reading Horizons/Lexia	Wonders/Reading Horizons/Lexia/Read180
Comprehension	Wonders/Step Up to Writing/Lexia	Wonders/Step Up to Writing/Lexia/Read180
Oral Language	Wonders	Wonders/Read180
Writing	Wonders/Step Up to Writing	Wonders/Step Up to Writing

--	--	--

2. List the assessments used in K-3 literacy for each section below.

**SB 127: If Acadience Reading or a supplemental reading assessment indicates a student lacks competency in a reading skill, or is behind other students in the student's grade in acquiring a reading skill, the school district or charter school is required to administer diagnostic assessments to the student to target interventions to meet students' individual needs.*

Screener(s): Acadience Reading
Diagnostic(s): Acadience Reading Diagnostic + CORE Phonics Survey <i>*Defined in SB 127: "Diagnostic assessment" means an assessment that measures key literacy skills, including phonemic awareness, sound-symbol recognition, alphabet knowledge, decoding and encoding skills, and comprehension, to determine a student's specific strengths and weaknesses in a skill area.</i>
Progress Monitoring: Acadience Reading <i>*SB 127: Districts and charters are required to administer formative assessments <u>and progress monitoring at recommended levels for the benchmark assessment</u> to measure the success of the focused intervention;</i>

3. List your K-3 tier 2 and tier 3 evidence-based literacy curriculum programs and/or strategies and answer the question below.

**SB 127: Districts and charters are required to provide instructional materials that are evidence-informed for core instruction and evidence-based for intervention and supplemental instruction.*

**Evidence-based is defined in SB 127 as: means that a strategy demonstrates a statistically significant effect, of at least a 0.40 effect size, on improving student outcomes based on: (i) strong evidence from at least one well-designed and well-implemented experimental study or (ii) moderate evidence from at least one well-designed and well-implemented quasi-experimental study.*

Tier 2 Evidence-based Curriculum Program(s) and/or strategies: Lexia
Tier 3 Evidence-based Curriculum Program(s) and/or strategies: Reading Mastery
Briefly describe how you ensure intervention is aligned to students' needs? Students enter and exit tier 2/3 intervention through diagnostic assessment. Students enter tier 2 who fall below the benchmark on the assessment. Students will move from tier 2 to 3 who show minimal progress after a

reasonable time in tier 2 small group instruction. Students who receive tier 2 instruction will be moved out of intervention after they are at or above the benchmark for an extended amount of time.

SECTION B: EARLY MATHEMATICS

1. What evidence-based curriculum is being used in tier 1 core instruction for K-3 mathematics?

Eureka Math – Imagine Math

2. Describe how the following mathematical components are incorporated in tier 1 instruction in grades K-3.

Mathematical Components	Evidence-based Strategies
Conceptual Understanding: the comprehension and connection of concepts, operations, and relations.	Building conceptual understanding through concrete, real-life examples. Teaching math by concepts rather than asking students to memorize isolated facts, methods, or formulas. Comprehensive mathematics instruction. Using categorizing, naming, and sorting activities.
Procedural Fluency: the meaningful, flexible, accurate, and efficient use of procedures to solve problems.	Building on a foundation of conceptual understanding, strategic reasoning, and problem-solving. Integrating concepts and procedures and building on familiar procedures as students create their own informal strategies and procedures. Strengthen their understanding and skill through distributed practice. Using visual models to support students' understanding of general methods.
Strategic and Adaptive Mathematical Thinking: the ability to formulate, represent, and solve mathematical problems with the capacity to justify the logic used to arrive at the solution.	Mathematical practices in the Utah Core State Standards. Using five different strands when teaching math conceptual understanding, procedural fluency, strategic competence, adaptive reasoning, and productive disposition.
Productive Disposition: the ability to see mathematics as useful and worthwhile while	Building diligence and perseverance in Math. A growth mindset is perceived as a process that leads to discovery.

exercising a steady effort to learn mathematics.	
--------------------------------------------------	--

3. Briefly discuss how mathematics assessments (screeners, diagnostics, and progress monitoring) are used to make instructional decisions and how they are used to ensure that instruction and interventions are aligned to students' learning needs.

Acadience Math – Universal screener BOY is used to guide instruction and determine interventions to make instructional decisions and ensure interventions align with students' diagnostic needs. Every grade level teacher will meet with our coaches, interventionists, and administrators monthly in PLCs to review and analyze the data. With this data, we will reevaluate our interventions to make sure we are meeting the students' diagnostic needs.

4. List your K-3 tier 2 and tier 3 mathematics intervention programs/strategies and answer the question below.

Tier 2 Intervention Program(s)/strategies: Imagine Math; working on conceptual understanding, procedural fluency, strategic competence, and adaptive reasoning through Eureka Math, Imagine Math, Zearn, Math task cards, and Math games

Tier 3 Intervention Program(s)/strategies: Imagine Math; through the program Imagine Math.

Briefly describe how you ensure intervention is aligned to students' needs? Students enter and exit tier 2/3 intervention through diagnostic assessment. Students enter tier 2 who fall below the benchmark on the assessment. Students enter tier 3 who fall well below the benchmark on the assessment. Students will move from tier 2 to 3 who show minimal progress after a reasonable time in tier 2 small group instruction. Students who receive tier 2 instruction will be moved out of intervention after they are at or above the benchmark for an extended amount of time.

SECTION C: LOCAL GOALS

Goals must be measurable, address current performance gaps in student literacy and math data, and include specific strategies for improving outcomes.

Videos to support goal writing: [Analyzing Data and Identifying Areas of Need](#) and [Writing Goals](#)

Goal Sentence Frame:

By [date], [who is responsible] will [what will change and by how much--measurable] by [how--which evidence-based strategy(ies) will be used] to [why—for what purpose].

1. Early Literacy Goal *(required)*

By May 24th, 2024, Highmark Charter School will increase the percentage of 1st-grade students at or above benchmark Acadience Reading's composite score from BOY to EOY by 21%. Teachers will be provided ongoing professional learning and instructional coaching on our small group literacy blocks, Reading Horizons, progress monitoring, ERI, and Heggerty programs to help increase the percentage of students at or above benchmark. Teachers will provide targeted, evidence-based interventions that align with the student's diagnostic needs to fill gaps in specific areas and increase proficiency.

2. Early Mathematics Goal *(required)*

By May 24th, 2024, Highmark Charter School will increase the percentage of Kindergarten students at or above benchmark Acadience Math's composite score from BOY to EOY by 15%. Teachers will be provided ongoing professional learning and instructional coaching on our small group math blocks through Eureka Math, Imagine Math, progress monitoring, and Zearn programs to help increase the percentage of students at or above benchmark. Teachers will provide targeted, evidence-based interventions that align with the student's diagnostic needs to fill gaps in specific areas and increase proficiency.

3. Early Literacy or Mathematics Goal *(required)*

☒ Literacy Goal

☐ Mathematics Goal

By May 24th, 2024, Highmark Charter School will maintain the percentage of 2nd-grade students at or above benchmark on Acadience Reading's composite score from BOY to EOY. Teachers will be provided ongoing professional learning and instructional coaching on our small group literacy blocks, Reading Horizons, progress monitoring, ERI, and Heggerty programs to help increase the percentage of students at or above benchmark. Teachers will provide targeted, evidence-based interventions that align with the student's diagnostic needs to fill gaps in specific areas and increase proficiency.

General Assurances: *Check the box below.*

X The LEA assures that it is in compliance with State Code [53F-2-503](#), [53E-4-307.5](#), [53G-7-218](#), [53E-3-521](#) and Utah Board Rule [R277-406](#) applicable to this program.

By submitting this form, I certify the information I provided on and in connection to this application is true, accurate and complete. I also understand that any false statements on this application I file with the Utah State Board of Education may be grounds for disqualification for Early Literacy Program funds.



SPECIAL EDUCATION POLICIES AND PROCEDURES MANUAL

COMBINATION SLD ELIGIBILITY METHOD

August 2023

ADA Compliant: 02/14/2023

TABLE OF CONTENTS

I. General Provisions	8
I.A. Purposes (34 CFR § 300.1; Rules I.A.)	8
I.B. Definitions as Used in These Rules (34 CFR §§ 300.4–300.45; Rules I.E.)	8
I.C. Full Educational Opportunity Goal (34 CFR § 300.109; Rules IX.A.2.d.(2)(c))	8
I.D. Methods of Ensuring Services (34 CFR § 300.154; Rules IX.A.2.d.(2)(m))	9
II. Identification, Location, and Evaluation	10
II.A. Child Find System (34 CFR §§ 300.109, 300.111; Rules II.A.)	10
II.B. Referral (34 CFR § 300.301; Rules II.B.)	11
II.C. Parental Consent (34 CFR § 300.300; Rules II.C.)	12
II.D. Initial Evaluation (34 CFR § 300.301; Rules II.D.)	16
II.E. Screening for Instructional Purposes (34 CFR § 300.302; Rules II.E.)	17
II.F. Evaluation Procedures (34 CFR § 300.304; Rules II.F.)	17
II.G. Reevaluation Procedures (34 CFR § 300.303; Rules II.G.)	20
II.H. Additional Requirements for Initial Evaluations and Reevaluation Procedures (34 CFR § 300.305; Rules II.H.)	20
II.I. Determination of Eligibility (34 CFR § 300.306; Rules II.I.)	22
II.J. Categorical Definitions, Criteria, and Assessments (34 CFR § 300.8; 34 CFR § 300.304 34 CFR § 300.306; Rules II.J.)	23
III. IEP Development and Service Delivery	31
III.A. Individualized Education Program (IEP) (Rules III.A.)	31
III.B. When IEPs Must Be In Effect (34 CFR § 300.323; Rules III.B.)	31
III.C. Students Who Transfer (34 CFR § 300.323; Rules III.C.)	32
III.D. LEA Responsibility for IEP Meetings (34 CFR § 300.323(C)(1); Rules III.D.)	33
III.E. IEP Team Membership (34 CFR § 300.321; Rules III.E.)	33
III.F. IEP Team Attendance (34 CFR § 300.321; Rules III.F.)	35
III.G. Parent Participation (34 CFR § 300.322; Rules III.G.)	35

III.H. Notice of Meeting (34 CFR § 300.322; Rules III.H.).....	37
III.I. Development, Review, and Revision of the IEP (34 CFR § 300.324; Rules III.I.).....	38
III.J. Definition of the Individualized Education Program (IEP) (34 CFR § 300.320; Rules III.J.).....	42
III.K. Physical education 34 CFR § 300.108 (Rules III.L.)	45
III.L. Assistive Technology (34 CFR § 300.105; R277-495; Rules III.M.)	46
III.M. Extended School Year (ESY) Services (34 CFR § 300.106; R277-751; Rules III.N.)	46
III.N. Least Restrictive Environment (LRE) (34 CFR § 300.114; Rules III.O.).....	48
III.O. Inclusionary Practices to Provide a Full Educational Opportunity (34 CFR § 300.109; Rules III.P.).....	48
III.P. Continuum of Alternative Placements (34 CFR § 300.115; Rules III.Q.).....	48
III.Q. Placements (34 CFR § 300.116; Rules III.R.).....	49
III.R. Parental Involvement in Placement Decisions (34 CFR §§ 300.327, 300.501; Rules III.S.).....	50
III.S. Nonacademic Settings and Extracurricular Activities (34 CFR § 300.117; UCA 53G-6-709; Rules III.T.).....	50
III.T. Nonacademic Services (34 CFR § 300.107; Rules III.U.)	51
IV. Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E).....	52
IV.A. Parental Opportunity to Examine Records and Participate in Meetings (34 CFR § 300.501; Rules IV.A.).....	52
IV.B. Independent Educational Evaluation (34 CFR § 300.502; Rules IV.B.).....	53
IV.C. Prior Written Notice (34 CFR § 300.503; Rules IV.C.)	55
IV.D. Procedural Safeguards Notice (34 CFR § 300.504; Rules IV.D.)	57
IV.E. State Complaint Procedures (34 CFR § 300.151–153; Rules IV.E.)	58
IV.F. Mediation (34 CFR § 300.506; Rules IV.F.)	58
IV.G. Filing a Due Process Complaint (34 CFR § 300.507; UCA 53E-7-208; Rules IV.G.)	58

IV.H. Due Process Complaint (34 CFR § 300.508; Rules IV.H.).....	59
IV.I. Resolution Process (34 CFR § 300.510; Rules IV.J.).....	59
IV.J. Impartial Due Process Hearing (34 CFR § 300.511; Rules IV.K.)	59
IV.K. Hearing Rights (34 CFR § 300.512; Rules IV.L.)	59
IV.L. Hearing Decisions (34 CFR § 300.513; Rules IV.M.).....	59
IV.M. Finality of Decision (34 CFR § 300.514; Rules IV.N.).....	59
IV.N. State Enforcement Mechanisms (34 CFR § 300.537; Rules IV.O.).....	59
IV.O. Timelines and Convenience of Hearings (34 CFR § 300.515; Rules IV.P.).....	59
IV.P. Civil Action (34 CFR § 300.516; Rules IV.Q.).....	60
IV.Q. Attorney's Fees (CFR §300.517; UCA 53E-7-208(4)(B); Rules IV.R.).....	60
IV.R. Student's Status During Proceedings (34 CFR § 300.518; Rules IV.S.).....	60
IV.S. Surrogate Parents (34 CFR § 300.519; Rules IV.T.).....	60
IV.T. Transfer of Parental Rights at Age of Majority (34 CFR § 300.520; Rules IV.U.)	61
IV.U. Confidentiality of Information (34 CFR §§ 300.610–300.626; R277-487; Rules IV.V.).....	62
V. Discipline Procedures (34 CFR § 300.530).....	66
V.A. Discipline Procedures for Students with Disabilities (Rules V.A.)	66
V.B. Authority of School Personnel (34 CFR § 300.530(A–C); Rules V.B.)	66
V.C. Services (34 CFR § 300.530(D); Rules V.C.)	67
V.D. Change of Placement Due to Disciplinary Removals (34 CFR § 300.536; Rules V.D.)	67
V.E. Manifestation of Determination (34 CFR § 300.530(E–G, I); Rules V.E.).....	69
V.F. Procedural Safeguards Notice (34 CFR § 300.530(H); Rules V.F.)	71
V.G. Determination of Setting (34 CFR § 300.531; Rules V.G.)	71
V.H. Appeals by Parent or LEA (34 CFR § 300.532; Rules V.H.).....	71
V.I. Placement During Appeals (34 CFR § 300.533; Rules V.I.).....	73

V.J. Protections for Students Not Determined Eligible for Special Education and Related Services (34 CFR § 300.534; Rules V.J.).....	73
V.K. Referral To and Action By Law Enforcement and Judicial Authorities (34 CFR § 300.535; Rules V.K.).....	75
VI. Students with Disabilities in Other Settings	76
VI.A. Private School Placements by LEAs (34 CFR § 300.325; Rules VI.A.).....	76
VI.B. Students with Disabilities Enrolled by Their Parent(s) in Private Schools When FAPE is Not at Issue (Unilateral Placement) (34 CFR § 300.130; Rules VI.B.).....	76
VI.C. Students with Disabilities Enrolled by Their Parent(s) in Private Schools When FAPE is at Issue (34 CFR § 300.148; Rules VI.C.).....	76
VI.D. Students with Disabilities Enrolled in Home School (Rules IV.D.)	76
VI.E. Students with Disabilities Enrolled in Adult Education (R277-733; UCA 53E-10-205; Rules VI.E.)	76
VI.F. Students with Disabilities Enrolled in Virtual Settings (Rules VI.F.).....	77
VI.G. Students with Disabilities Convicted as Adults and Incarcerated in Adult Prisons (34 CFR § 300.324; Rules VI.J.).....	77
VI.H. Students with Disabilities Who are Also in State Custody/Care (R277-709; UCA 62A-4A-701; Rules VI.K.).....	77
VI.I. Students with Disabilities Who Reside in Nursing Homes (Rules VI.L.).....	77
VII. Postsecondary Transitions	78
VII.A. Postsecondary Transition Services—School to Post-School (Rules VII.B.).....	78
VII.B. Graduation (UCA 53E-7-202; R277-705; Rules VII.C.).....	84
VII.C. Termination of Services Upon Reaching Age 22 (UCA 53E-7-201; R277-419-2(23)(B); Rules VII.D.).....	84
VIII. Responsibilities of the Utah State Board of Education.....	85
VIII.A. General Supervisory Authority (Rules VIII.A.).....	85
VIII.B. State Eligibility (Rules VIII.B.)	85
VIII.C. USBE Program Monitoring (Rules VIII.D.2-3.).....	86

VIII.D. Personnel Qualifications (34 CFR § 300.156; Rules VIII.K.3-5.).....	86
VIII.E. Reporting on Suspension and Expulsion Rates (34 CFR § 300.170; Rules VIII.M.).....	88
VIII.F. Prohibition on Mandatory Medication (34 CFR § 300.174; Rules VIII.X.).....	89
IX. LEA Eligibility and Responsibilities	90
IX.A. LEA Eligibility for IDEA Part B Funds (34 CFR §§ 300.211–212, 220; Rules IX.A.)	90
IX.B. Use of Part B Federal Funds by the LEA (34 CFR §§ 300.200–206, 208; Rules IX.B.).....	91
IX.C. Charter Schools and Their Students (34 CFR § 300.209; Rules IX.C.)	97
IX.D. Coordinated Early Intervening Services (CEIS) (34 CFR § 300.226; Rules IX.D.)	98
IX.E. Personnel Development (34 CFR § 300.207; Rules IX.E.).....	99
IX.F. Funded Prevalence of Disabling Conditions (UCA 53F-2-307; Rules IX.F.)	99
IX.G. LEA Provision of FAPE (34 CFR § 300.101; Rules IX.G.).....	100
IX.H. Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices (34 CFR § 300.113; Rules IX.H.)	100
IX.I. Educator License Requirements (R277-301, R277-304, R277-306, and R277-320; Rules IX.I.)	101
IX.J. Purchase of Instructional Material in Accessible Formats (34 CFR § 300.210; Rules IX.J.).....	102
X. Special Education Funding.....	103
X.A. State Special Education Funds Generally (UCA 53F-2-307; Rules X.A.1-2.) ...	103
X.B. Allocation of State Special Education Funds for Programs for Students with Disabilities (UCA 53F-2-307; R277-479; Rules X.B.3.)	104
X.C. Special Education Add-On Allowable Use (Fund1205) (UCA 53F-2-307(1); Rules X.C.).....	105
X.D. Special Education Self-Contained Allowable Use (Fund 1210) (UCA 53F-2-307, -308(3); Rules X.E.).....	105

X.E. State Special Education Impact Aid Allowable Use (Fund 1225) (UCA 53F-2-307(1); Rules X.I.).....	105
X.F. State Special Education Extended School Year (ESY) Allowable Use (Fund 1220) (UCA 53F-2-308(2); Rules X.K.).....	105
X.G. State Extended School Year Stipend For Special Educators (EYSE) Allowable Use (Fund 1278) (UCA 53F-2-310; Rules X.M.)	106
X.H. State Special Education Intensive Services Allowable Use (Fund1230) (UCA 53F-2-309(1); Rules X.O.)	106
X.I. State Special Education Funds Allowable Use (UCA 53F-2-307; Rules X.P.) ...	106
X.J. Allowable Costs for Federal (IDEA) Special Education Funds (Rules X.R.1., 4-8.)	107

I. GENERAL PROVISIONS

I.A. PURPOSES (34 CFR § 300.1; RULES I.A.)

1. The primary purposes of this Highmark Charter School's policies and procedures manual, consistent with Utah Code Annotated (UCA) Title 53E, Chapter 7, Part 2, Special Education Program; and the Individuals with Disabilities Education Improvement Act (IDEA), as amended; are:
 - a. To ensure that all students with disabilities ages 3 through 21 in Utah, including students with disabilities who have been suspended or expelled from school and students who have not graduated from high school with a regular high school diploma, have available to them a free appropriate public education
 - b. (FAPE) that emphasizes special education and related services, as specified on an Individualized Education Program (IEP) designed to meet their unique needs and prepare them for further education, employment, and independent living;
 - c. To ensure that the rights of students with disabilities and their parent(s) are protected;
 - d. To ensure that State standards are established for the provision of a FAPE to students with disabilities, as defined in the Rules;
 - e. To assess and ensure the effectiveness of efforts to educate students with disabilities.

I.B. DEFINITIONS AS USED IN THESE RULES (34 CFR §§ 300.4–300.45; RULES I.E.)

1. Highmark Charter School has adopted all applicable definitions as found in Rule I.E. 1-59.

I.C. FULL EDUCATIONAL OPPORTUNITY GOAL (34 CFR § 300.109; RULES IX.A.2.D.(2)(c))

1. Highmark Charter School provides a free appropriate public education (FAPE) to all eligible students with disabilities in conformity with the requirements of the Rules and the IDEA. Highmark Charter School hereby affirms the goal of providing a full educational opportunity to all students with disabilities

determined eligible for special education and related services, of the ages served by Highmark Charter School, in accordance with all of the timeline requirements of the IDEA. Highmark Charter School follows all necessary requirements in the development and delivery of an individualized education program (IEP) for eligible students. Placement in the least restrictive environment (LRE) will be implemented to the maximum extent appropriate for students with special needs. Highmark Charter School provides a continuum of placements to address the needs of students with disabilities to ensure those students receive special education and related services appropriate to their needs.

I.D. METHODS OF ENSURING SERVICES (34 CFR § 300.154; RULES IX.A.2.D.(2)(M))

1. Highmark Charter School ensures each eligible student with disabilities enrolled in the school receives the services included in the IEP through a systematic process of IEP internal file reviews and monitoring of service delivery by Highmark Charter School personnel.

II. IDENTIFICATION, LOCATION, AND EVALUATION

II.A. CHILD FIND SYSTEM (34 CFR §§ 300.109, 300.111; RULES II.A.)

1. Highmark Charter School, in accordance with the requirements of Part B of the IDEA and with the Rules, has developed policies and procedures to ensure that all students with disabilities residing within the jurisdiction of the LEA, including students with disabilities birth through 21 years of age and, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. These policies and procedures include 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 requirements of this section apply to:
 - a. Highly mobile students with disabilities (such as students who are migrant and experiencing homelessness) (34 CFR § 300.111(c)(2)).
 - b. Students who have been suspended or expelled from school (34 CFR § 300.101(a)).
 - c. Students who have not graduated from high school with a regular high school diploma (34 CFR § 300.102(a)(3)(iii)).
 - d. Students who are suspected of being a student with a disability under the Rules and who are in need of special education and related services, even though they are advancing from grade to grade (34 CFR § 300.111(c)(1)).
 - e. Students who are homeschooled and students enrolled in private schools within the school district's boundaries.
 - f. Students in State custody/care.
 - g. Students in nursing homes.
3. Public charter schools are responsible for child find for students enrolled in their own school and have no responsibility for child find for students in private schools. Charter schools may not refer enrolled students to the local school district for child find.

4. The determination that a student is a “student with a disability” under the Rules must be made on an individual basis, by a group made up of the parent or student who is an adult and school personnel determined by the student’s LEA.
5. Major components of the child find system include:
 - a. LEA implementation, coordination, and tracking of child find activities and students identified, (34 CFR § 300.131).
 - b. USBE staff provision of ongoing technical assistance to LEAs, private schools, and other State agencies in implementing the child find system.
 - c. Implementation of the statewide data collection system for reporting student information, including Federal student count (34 CFR §§ 300.132, 300.640– 641) and the data requirements found in the Rules VI.B.3., which includes that:
 - (1) Each school district must maintain in its records, and provide to the USBE staff annually, the following information related to parentally placed or student who is an adult nonprofit private school students:
 - (a) The number of students evaluated and reevaluated within three years;
 - (b) The number of students determined to be students with disabilities; and
 - (c) The number of students served.
6. The collection and use of data to meet the requirements of this section are subject to the confidentiality of information provisions under the Rules and R277-487.

II.B. REFERRAL (34 CFR § 300.301; RULES II.B.)

1. Consistent with the consent requirements in Rules II.C., either a parent or the student who is an adult or an LEA may initiate a request for an initial evaluation to determine if a student is a student with a disability under Part B of the IDEA and the Rules. Upon receipt of a request for an evaluation, Highmark Charter School must respond within a reasonable timeframe. The

response may not be delayed due to Highmark Charter School's Response to Intervention process.

2. Highmark Charter School 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 and the LEA obtains appropriate parental consent for the evaluation for children whose school records indicate that they may have disabilities requiring special education services.

II.C. PARENTAL CONSENT (34 CFR § 300.300; RULES II.C.)

1. Parental consent for initial evaluation.
 - a. The LEA proposing to conduct an initial evaluation to determine if a student qualifies as a student with a disability under the Rules must, after providing prior written notice to the parent or student who is an adult, obtain informed consent, consistent with Rules I.E.9, from the parent of the student or the student who is an adult before conducting the evaluation.
 - (1) Consent from a parent or student who is an adult for initial evaluation must not be construed as consent for initial provision of special education and related services.
 - (2) Highmark Charter School must make reasonable efforts to obtain informed consent from the parent or student who is an adult for an initial evaluation to determine whether the student is a student with a disability.
 - (3) When conducting psychological evaluations, Highmark Charter School must implement the parental or student who is an adult consent requirements of UCA 53E-9-203 (Student Privacy and Data Protection).
 - b. For initial evaluations only, if the student is a ward of the State and is not residing with the student's parent(s), Highmark Charter School is not required to obtain informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability if:
 - (1) Despite reasonable efforts to do so, Highmark Charter School cannot discover the whereabouts of the parent(s) of the student;

- (2) The rights of the parent(s) of the student have been terminated in accordance with State law; or
 - (3) 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.
 - c. If the parent(s) of a student or a student who is an adult enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation, or fails to respond to a request to provide consent, Highmark Charter School may, but is not required to, pursue the initial evaluation of the student by utilizing the procedural safeguards or the due process procedures in Section IV of the Rules.
 - (1) Highmark Charter School does not violate its obligation under the child find provisions of the Rules if it declines to pursue the evaluation by utilizing the procedural safeguards or the due process procedures.
2. Parental consent for services.
- a. Highmark Charter School that is responsible for making a FAPE available to a student with a disability must obtain informed consent from the parent(s) of the student or student who is an adult before the initial provision of special education and related services to the student.
 - b. Highmark Charter School must make reasonable efforts to obtain informed consent from the parent(s) or student who is an adult for the initial provision of special education and related services to the eligible student with disabilities.
 - c. If the parent(s) of a student or student who is an adult fails to respond to a request for, or refuses to consent to, the initial provision of special education and related services, Highmark Charter School:
 - (1) May not use the procedures in of the Rules IV., 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;

- (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 Highmark Charter School requests consent; and
 - (3) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Highmark Charter School requests such consent.
 - d. If, at any time subsequent to the initial provision of special education and related services, the parent(s) of a student or student who is an adult revokes consent in writing for the continued provision of special education and related services, Highmark Charter School:
 - (1) May not continue to provide special education and related services to the student but must provide prior written notice in accordance with Rules IV.D. before ceasing the provision of special education and related services;
 - (2) May not use the procedures in Rules IV., 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;
 - (3) 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 Highmark Charter School requests consent; and
 - (4) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Highmark Charter School requests such consent (34 CFR § 300.300).
- 3. Parental consent for reevaluations.
 - a. Highmark Charter School must obtain informed parental or student who is an adult consent prior to conducting any reevaluation of a student with a disability.
 - b. If the parent or student who is an adult refuse to consent to the reevaluation, Highmark Charter School may, but is not required to, pursue

the reevaluation by using the dispute resolution procedures provided in the procedural safeguards, and including mediation or due process procedures.

- c. Highmark Charter School does not violate its obligation under child find if it declines to pursue the reevaluation.
 - d. The informed parental or student who is an adult consent need not be obtained if the LEA can demonstrate that:
 - (1) It made reasonable efforts to obtain such consent; and
 - e. The student's parent or the student who is an adult has failed to respond.
4. Other consent requirements.
- a. Parental or student who is an adult 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 consent is required for all students before administration of that test or evaluation.
 - b. Highmark Charter School may not use a parent's or student who is an adult refusal to consent to one service or activity under Rules II.C.1., II.C.2., or II.C.3., to deny the parent or student any other service, benefit, or activity of the LEA, except as required by this part.
 - c. To meet the reasonable efforts requirement in Rules II.C.1.a.2., II.C.1.b.1., II.C.2.b., and II.C.3.d.1., Highmark Charter School must document its attempts to obtain parental or student who is an adult consent using the procedures in Rules III.G.3.
 - d. Unless parent(s) or the student who is an adult 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.

II.D. INITIAL EVALUATION (34 CFR § 300.301; RULES II.D.)

1. Highmark Charter School must conduct a full and individual initial evaluation to determine whether a student is a “student with a disability” under Part B of the IDEA and the Rules, and to determine the educational needs of the student.
2. The initial evaluation:
 - a. Must be conducted within 45 school days of receiving parental or student who is an adult consent for the evaluation, unless:
 - (1) The initial evaluation is requested by the Division of Child and Family Services (DCFS) and Highmark Charter School obtains appropriate consent for the evaluation, in which case Highmark Charter School shall provide an initial special education evaluation to an individual who enters DCFS custody if DCFS suspects the individual may be an eligible student within 30 days after the day on which DCFS makes the request (UCA 53E-7-207).
 - (a) Highmark Charter School may refuse to conduct an evaluation described in the Rules II.a.(1). if Highmark Charter School reviews the relevant data regarding the individual and, within ten days after the day on which Highmark Charter School received the request described in the Rules II.a.(1)., gives the DCFS prior written notice of refusal to evaluate.
 - 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.
3. The timeframe shall not apply to Highmark Charter School if:
 - a. The parent of a student repeatedly fails or refuses to produce the student for the evaluation; or
 - b. The student who is an adult repeatedly fails or refuses to participate in evaluation activities; or
 - c. A student enrolls in Highmark Charter School 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 Rules II.D.3.c. applies only if Highmark Charter School is making sufficient progress to ensure a prompt completion of the evaluation, and the parent or student who is an adult and Highmark Charter School agree to a specific time when the evaluation will be completed.

II.E. SCREENING FOR INSTRUCTIONAL PURPOSES (34 CFR § 300.302; RULES II.E.)

1. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. Results of screenings should be considered by Highmark Charter School for child find purposes.

II.F. EVALUATION PROCEDURES (34 CFR § 300.304; RULES II.F.)

1. Highmark Charter School has established and implemented procedures that meet the evaluation requirements of Part B of the IDEA and the Rules as follows:
 - a. In conducting the evaluation, Highmark Charter School must:
 - (1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by a parent or student who is an adult, that may assist in determining:
 - (a) Whether the student is a student with a disability; and
 - (b) The content of the student's IEP, including information related to enabling the student to be involved in and progress in the general education curriculum (or, for a student in preschool, to participate in appropriate activities);
 - (2) Not use any single procedure 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; and
 - (3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors Highmark Charter School must

consider the publication date and continued validity of assessments in use when new editions are published.

- (4) Highmark Charter School must ensure that assessments and other evaluation materials used to assess a student:
- (a) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
 - (b) Are provided and administered in the student's native language or other mode of communication, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;
 - (c) Are selected to assess the specific areas of concern identified by the assessment/evaluation group, including the parent(s) or student who is an adult;
 - (d) Are used for the purposes for which the assessments or measures are valid and reliable;
 - (e) Are selected and administered by trained and knowledgeable personnel based upon the specific assessment's requirements; and
 - (f) Are administered and interpreted in accordance with any instructions and administrator requirements provided by the producer of the assessments and the Standards for Educational and Psychological Testing (AERA, APA, NCME, 2014).
 - (i) Highmark Charter School must ensure and document that all evaluators meet the assessment publishers' administrator/interpreter/user requirements, (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).
 - (ii) Highmark Charter School shall provide documentation to USBE staff upon request.
- (5) Highmark Charter School must ensure that:

- (a) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (b) Assessments are selected and administered so as best to ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level or whatever 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).
- (c) The administration of psychological testing and the evaluation or assessment of personal characteristics, such as intelligence (e.g., cognitive, IQ), personality, abilities, interests, aptitudes, and neuropsychological functioning are only administered and interpreted by personnel who have been trained and fully meet the administrator/ interpreter/user qualifications of the test publisher (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).
- (d) The student is 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.
- (e) Assessments of students with disabilities who transfer from another LEA to Highmark Charter School in the same school year are coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.
- (f) In evaluating each student with a disability, the evaluation is sufficiently comprehensive to identify all 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.

- (g) Assessment tools and strategies provide relevant information that directly assists persons in determining the educational needs of the student are provided.
- b. The USDB is available to LEAs for assessments of students with visual impairment and hearing loss, as well as professional learning on appropriate administration of assessments, and procedures to ensure appropriate interpretation of assessments (R277-800-7).

II.G. REEVALUATION PROCEDURES (34 CFR § 300.303; RULES II.G.)

1. Highmark Charter School must ensure that a reevaluation of each student with a disability is conducted:
 - a. If Highmark Charter School determines that the educational or related services needs, including improved academic achievement and functional performance, of the student warrant a reevaluation; or
 - b. If the student's parents or student who is an adult or teacher requests a reevaluation.
2. A reevaluation:
 - a. May occur not more than once a year, unless the parents or student who is an adult and Highmark Charter School agree otherwise; and
 - b. Must occur at least once every three years, unless the parents or adult student and Highmark Charter School agree that a reevaluation is unnecessary as there are data available to continue eligibility and determine the educational needs of the student. When the parents or student who is an adult and LEA agree that a reevaluation is unnecessary, the group must document data reviewed and used in an evaluation report and complete an eligibility determination.

II.H. ADDITIONAL REQUIREMENTS FOR INITIAL EVALUATIONS AND REEVALUATION PROCEDURES (34 CFR § 300.305; RULES II.H.)

1. As part of any initial evaluation (if appropriate) and as part of any reevaluation, the IEP Team and other qualified professionals, as appropriate, must:

- a. Review existing evaluation data on the student, including:
 - (1) Evaluations and information provided by the parent(s) of the student or the student who is an adult;
 - (2) Current classroom-based, local, or State assessments, and classroom-based observations; and
 - (3) Observations by teachers and related services providers; and
 - b. On the basis of that review, and input from the student's parent(s) or the adult student, identify what additional data, if any, are needed to determine:
 - (1) Whether the student is a student with a disability and the educational needs of the student; or, in the case of a reevaluation of a student, whether the student continues to have such a disability, and the educational needs of the student;
 - (2) The present levels of academic achievement and related developmental needs of the student;
 - (3) Whether the student needs special education and related services; or, in the case of a reevaluation of a student, whether the student continues to need special education and related services; and
 - (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 of the student and to participate, as appropriate, in the general education curriculum.
2. The IEP Team and other qualified professionals, as appropriate, may conduct its review of existing data without a meeting.
 3. Highmark Charter School must administer such assessments and other evaluation measures as may be needed to produce the data needed to determine continuing eligibility.
 4. If the IEP Team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's

educational needs, the LEA must notify the student's parent(s) or student who is an adult of:

- a. That determination and the reasons for the determination; and
 - b. The right of the parent(s) or student who is an adult to request an assessment to determine whether the student continues to be a student with a disability, and to determine the student's educational needs.
5. Highmark Charter School is not required to conduct the assessment for reevaluation described in Rules II.H.4.b unless requested to do so by the student's parent(s) or the student who is an adult.
6. Evaluations before change in eligibility.
- a. Highmark Charter School must evaluate a student with a disability before determining that the student is no longer a student with a disability.
 - b. The evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for FAPE under State law (i.e., age 22).
 - c. For a student whose eligibility terminates due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under State law, Highmark Charter School must provide the student with a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting the student's postsecondary goals.

II.I. DETERMINATION OF ELIGIBILITY (34 CFR § 300.306; RULES II.I.)

1. Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parents of the student or the student who is an adult determine eligibility under Part B of the IDEA and the Rules, including:
 - a. Whether that student is a student with a disability, and
 - b. The educational needs of the student.

2. Highmark Charter School shall provide the parents or adult student with a copy of the evaluation report and the documentation of determination of eligibility.
3. A student must not be determined to be a student with a disability:
 - a. If the determinant factor for that determination is:
 - (1) Lack of appropriate instruction in the science of reading, including the essential components of reading instruction (explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency including oral reading skills, and reading comprehension strategies) (20 USC 6368(3));
 - (2) Lack of appropriate instruction in mathematics; or
 - (3) Limited English proficiency; and
 - b. If the student does not otherwise meet the eligibility criteria.
4. Procedures for determining eligibility and educational need.
 - a. In interpreting evaluation data for the purpose of determining if a student is a student with a disability and the educational needs of the student, Highmark Charter School must:
 - (1) Draw upon information from a variety of sources, such as aptitude and achievement tests, parent or student who is an adult input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
 - b. If a determination is made that a student has a disability and needs special education and related services, an IEP must be developed for the student within 30 calendar days.

II.J. CATEGORICAL DEFINITIONS, CRITERIA, AND ASSESSMENTS (34 CFR § 300.8; 34 CFR § 300.304 34 CFR § 300.306; RULES II.J.)

1. Highmark Charter School has adopted the criteria and evaluation procedures, by category, for determining eligibility for a student with disabilities under Part

B of the IDEA and the Rules II.J.1-13. Including: Specific Learning Disabilities (Rules II.J.11.).

a. Definition (34 CFR § 300.8(C)(10)); Rules II.J.11.a.

- (1) *Specific learning disabilities* means 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 the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia, that affects a student's educational performance.
- (2) *Specific learning disabilities* does not include learning problems that are primarily the result of visual, hearing, or motor disabilities; of intellectual disability; of emotional behavioral disability; or of environmental, cultural, or economic disadvantage.

b. Procedures for Identifying Students with Specific Learning Disabilities (34 CFR § 300.307; Rules II.J.11.b).

- (1) Highmark Charter School has adopted the following method for determining a student's eligibility under the specific learning disability category. An LEA may use one of the following methods for determining a student's eligibility under the specific learning disability category:

(a) A Combination method of:

- (i) A process based on the student's response to scientific, research-based intervention called the Response to Intervention (RtI) method 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 Rules II.J.10.b.(3)(a) (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method), and,
- (ii) A discrepancy analysis which considers if the student's scores demonstrate a severe discrepancy between the student's intellectual ability and academic achievement in

one or more of the areas identified in Rules II.J.10.b.(3)(a) (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).

(2) Additional group members (34 CFR § 300.308; Rules II.J.11.b.(2)).

- (a) The determination of whether a student suspected of having a specific learning disability is a student with a disability must be made by the student's parent(s) or student who is an adult and a group of qualified professionals, which must include:
- (b) The student's regular teacher; or
- (c) If the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of the student's age; or
- (d) For a student of less than school age; an individual qualified by the USBE to teach a student of the student's age; and
- (e) At least one person qualified to conduct individual diagnostic examinations of students and interpret the results of those assessments (as per the publisher's assessment administration criteria), such as a school psychologist, speech language pathologist, reading teacher or reading specialist, or special education teacher.

(3) Determining the existence of a specific learning disability (34 CFR § 300.309; Rules II.J.11.b.(3)).

- (a) The group described may determine that a student has a specific learning disability if:
- (b) The student does not achieve adequately for the student's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or State-approved grade-level standards:
 - (i) Oral expression;
 - (ii) Listening comprehension;

- (iii) Written expression;
 - (iv) Basic reading skills;
 - (v) Reading fluency skills;
 - (vi) Reading comprehension;
 - (vii) Mathematics calculation;
 - (viii) Mathematics problem solving.
- (c) The group determines that its findings are not primarily the result of:
- (i) A visual, hearing, or motor disability;
 - (ii) Intellectual disability;
 - (iii) Emotional-behavioral disability;
 - (iv) Cultural factors;
 - (v) Environmental or economic disadvantage; or
 - (vi) Limited English proficiency.
- (4) The specific learning disability must adversely affect the student's educational performance.
- (5) The student with the specific learning disability must need special education and related services (34 CFR § 300.8(a); Rules II.J.11.b.(5)).
- (6) The group must determine that the specific learning disability is the student's primary disability.
- c. Evaluation (34 CFR § 300.309(b)–(c); Rules II.J.11.c).
- (1) An evaluation must include a variety of assessment tools and strategies and cannot rely on any single procedure as the sole criterion.
 - (2) To ensure that underachievement in a student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:

- (a) Data that demonstrate that prior to, or as a part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
 - (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parent(s) or the student who is an adult.
- (3) Highmark Charter School must promptly request parental consent or consent of the adult student to evaluate the student to determine if the student needs special education and related services, and must adhere to the 45-school-day evaluation timeframe, unless extended by mutual written agreement of the student's parent(s) or student who is an adult and a group of qualified professionals:
 - (a) If, prior to a referral, a student has not made adequate progress after an appropriate period of time as determined by Highmark Charter School when provided appropriate instruction, and
 - (b) Whenever a student is referred for an evaluation.
- (4) Observation (34 CFR § 300.310(a)–(c); Rules II.J.11.b.(4)).
 - (a) Highmark Charter School must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of concern.
 - (b) The group must decide to:
 - (i) Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or
 - (ii) Have at least one member of the group conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent or consent of the student who is an adult is obtained.

- (c) If the student is a home-schooled student, Highmark Charter School may determine how to conduct the observation and who will conduct it.
 - (d) In the case of a student of less than school age or who is out of school, a group member must observe the student in an environment appropriate for a student of that age.
- (5) Specific documentation for the eligibility determination (34 CFR § 300.311; Rules II.J.11.b.(5)). The group's documentation of the determination of eligibility with a specific learning disability must contain a statement of:
- (a) Whether the student has a specific learning disability;
 - (b) The basis for making the determination, including an assurance that the determination has been made in accordance with Rules II.I.;
 - (c) The relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to the student's academic functioning;
 - (d) The educationally relevant medical findings, if any; and
 - (e) Whether the student meets the criteria below.
 - (f) Combination (RtI and discrepancy analysis). Does not make sufficient progress to meet State-approved age- or grade-level standards when using a process based on the student's response to scientific evidence-based interventions and considers scores that demonstrate a severe discrepancy between the student's academic achievement and intellectual ability in one or more of the areas of specific learning disability (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).
 - (i) Highmark Charter School has a process that assesses a student's response to scientific, research-based intervention as part of determining if the student has a specific learning disability. This process must include:

- (ii) High quality research-based instruction delivered by qualified staff in the general education setting; and
- (iii) Assessment of student performance that specifically includes universal screening and progress-monitoring; and
- (iv) Multiple tiers of evidence-based interventions to address individual student difficulties; and
- (v) Documentation of systematic and regular parent, student who is an adult, and/or family involvement and communication as well as notification about:
 - (A) The State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method);
 - (B) Strategies for increasing the student's rate of learning; and
 - (C) The parent(s)' or the student's, who is an adult, right to request an evaluation; and
- (vi) System supports (e.g., leadership, problem-solving, data management systems, coaching and collaboration, professional learning, and measures of fidelity) in place to ensure effective implementation; or
- (vii) The instructional strategies used and the student-centered data collected.
- (viii) The group must document that the student's performance on a standardized, norm-referenced, individually administered achievement measure in the area of the suspected disability, and
- (ix) That the student scored above the intellectual disability range on a standardized, norm-referenced, individually administered measure of intellectual ability, and

- (A) The comparison of the standard scores on the tests of achievement and intellectual ability using an LEA board-approved and USBE-reviewed discrepancy analysis. The group must document consideration of the discrepancy analysis and the group's determination of whether or not it represents a severe discrepancy.
- (6) The determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional-behavioral disability; cultural factors; environmental or economic disadvantage; or limited English proficiency on the student's achievement level;
- (7) The requirements of Rules II.D.–H. must be met.
- (8) Each group member must certify in writing whether the report reflects the member's conclusion (§ 300.311(b)). If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

III. IEP DEVELOPMENT AND SERVICE DELIVERY

III.A. INDIVIDUALIZED EDUCATION PROGRAM (IEP) (RULES III.A.)

1. Highmark Charter School implements the following IEP requirements, including the Least Restrictive Environment (LRE) requirements, consistent with Part B of the IDEA and the Rules, as well as R277-750, R277-800, and R277-801.

III.B. WHEN IEPS MUST BE IN EFFECT (34 CFR § 300.323; RULES III.B.)

1. At the beginning of each school year, Highmark Charter School must have an IEP in effect for each student with a disability within its jurisdiction.
2. Highmark Charter School must ensure that:
 - a. A meeting to develop an IEP for a student is conducted within 30 calendar days of a determination that the student needs special education and related services; and
 - b. As soon as possible following development of the IEP, special education and related services are made available to the student in accordance with the student's IEP.
 - c. Highmark Charter School must ensure that the student's IEP is:
 - (1) Accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation; and
 - (2) Each teacher and provider is informed of:
 - (a) The teacher's specific responsibilities related to implementing the student's IEP; and
 - (b) The specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.
3. Documentation of IEP implementation shall be provided to USBE upon request.

III.C. STUDENTS WHO TRANSFER (34 CFR § 300.323; RULES III.C.)

1. Transfers within Utah.
 - a. In the case of a student with a disability with a current IEP who transfers from one LEA to another within the State within the same school year and enrolls in a new school, Highmark Charter School, in consultation with the parent(s) or student who is an adult, must provide a FAPE to the student, including services comparable to those described in the previously held IEP, until such time as Highmark Charter School:
 - (1) Adopts the previously held IEP, or
 - (2) Develops, adopts, and implements a new IEP that is consistent with Federal regulations and the Rules.
 - b. The requirements of 34 CFR § 300.323 also apply for students transferring from an LEA placement to a local juvenile or adult correctional facility or temporary State placement for observation and assessment.
2. Transfers from out of State.
 - a. In the case of a student with a disability with a current IEP who transfers LEAs within the same school year, who enrolls in a new school, and who has an IEP that was in effect in another State, Highmark Charter School, in consultation with the parent(s) or student who is an adult, must provide the student with a FAPE, including services comparable to those described in the previously held IEP, until Highmark Charter School:
 - (1) Conducts an evaluation, if determined to be necessary by Highmark Charter School; and
 - (2) Develops a new IEP, if appropriate, that is consistent with Federal and State law.
 - b. The evaluation for eligibility that may be conducted by Highmark Charter School is considered an initial evaluation, not a reevaluation (71 Federal Register 4668- 82).
3. To facilitate the transition for a student described above:
 - a. Highmark Charter School must take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and

any other records relating to the provision of special education or related services to the student, from the previous LEA in which the student was enrolled; and

- b. The previous LEA in which the student was enrolled must take reasonable steps to promptly respond to the request from Highmark Charter School.
 - c. The LEA transferring the records must keep a copy of the records for at least three years after the transfer as outlined in Rule VIII.S.
4. Experiencing difficulty in obtaining the IEP from the previous LEA does not relieve the LEA where the student is currently enrolled of its obligation to have a current IEP in place for a student who is eligible.

III.D. LEA RESPONSIBILITY FOR IEP MEETINGS (34 CFR § 300.323(C)(1); RULES III.D.)

1. Highmark Charter School is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability age 3 through 21, consistent with the Rules.
2. A meeting to develop an IEP for a student who is eligible must be conducted within 30 calendar days of a determination that a student needs special education and related services.

III.E. IEP TEAM MEMBERSHIP (34 CFR § 300.321; RULES III.E.)

1. Highmark Charter School must ensure that the IEP Team for each student with a disability includes:
 - a. The parents of the student or the student who is an adult;
 - b. Not less than one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
 - c. Not less than one special education teacher of the student, or where appropriate, not less than one special education provider of the student;
 - d. A representative of Highmark Charter School who:
 - (1) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;

- (2) Is knowledgeable about the general education curriculum; and
 - (3) Is knowledgeable about the availability of resources of the LEA.
 - (4) Highmark Charter School may designate a Highmark Charter School member of the IEP Team to also serve as the LEA representative, if the above criteria are satisfied.
- e. A representative of USDB and the LEA of residence when the student's placement is at USDB, when the IEP Team is considering placement at USDB, or when the student receives 180 minutes or more of special education and/or related services from USDB.
 - f. An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in this section of the Rules;
 - g. At the discretion of the parent or student who is an adult or the LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and
 - h. Whenever appropriate, the student with a disability.
 - i. The determination of knowledge or special expertise of any individual described in the Rules III.E.6 above must be made by the party (parents or student who is an adult or LEA) who invited the individual to be a member of the IEP Team.
 - j. If a purpose of the IEP Team meeting is consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals, the LEA must invite the student with a disability to attend the student's IEP meeting. If the student does not attend the IEP meeting, Highmark Charter School must take other steps to ensure that the student's preferences and interests are considered.
 - k. To the extent appropriate, with the written consent of the parents or student who is an adult, Highmark Charter School must invite a representative of any participating agency that is likely to be responsible for providing or paying for postsecondary transition services.

- I. Signatures on an IEP denote participation of IEP Team members in the development of the IEP.

III.F. IEP TEAM ATTENDANCE (34 CFR § 300.321; RULES III.F.)

1. A required member of the IEP Team is not required to attend a particular IEP Team meeting, in whole or in part, if the parents of a student with a disability or student who is an adult and the LEA agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
2. A required member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
 - a. The parents or student who is an adult, in writing, and the LEA consent to the excusal; and
 - b. The member submits, in writing, to the parents or student who is an adult and the IEP Team, input into the development of the IEP prior to the meeting.

III.G. PARENT PARTICIPATION (34 CFR § 300.322; RULES III.G.)

1. Highmark Charter School must take steps to ensure that one or both of the parents of a student with a disability or the student who is an adult are present at each IEP meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed-on time and place.
2. If the parents or student who is an adult cannot attend, Highmark Charter School must use other methods to ensure participation of the parents or the student who is an adult, including individual or conference telephone calls. The parents of a student with a disability or the student who is an adult and Highmark Charter School may agree to use alternative means of meeting participation, such as video conferences and conference calls (34 CFR § 300.328).

3. A meeting may be conducted without a parent or the student who is an adult in attendance if Highmark Charter School is unable to convince the parent(s) or the student who is an adult that they should attend. In this case, Highmark Charter School must keep 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 or student who is an adult and any responses received; and
 - c. Detailed records of visits made to the parents' or student who is an adult home or place of employment and the results of those visits.
4. Highmark Charter School must take whatever action is necessary to ensure that the parent(s) or student who is an adult understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parent(s) or student who is an adult with deafness or whose native language is other than English.
 - a. Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for deaf and hard of hearing individuals.
 - b. An individual providing interpreting services other than those for deaf and hard of hearing individuals shall be trained.
5. The parent(s) of a student with a disability or student who is an adult are participants along with school personnel in developing, reviewing, and revising the IEP for their student. This is an active role in which the parent(s) or student who is an adult:
 - a. Provide critical information regarding the strengths of the student and express their concerns for enhancing the education of the student;
 - b. Participate in the discussion of the student's need for special education and related services, and supplementary aids and services; and
 - c. Join with other participants in deciding how the student will be involved and progress in the general curriculum, how the student will participate in

State- and LEA-wide assessments, and what services Highmark Charter School will provide to the student and in what setting.

6. Highmark Charter School must give the parent(s) or adult student a copy of the student's IEP at no cost to the parent(s) or student who is an adult.

III.H. NOTICE OF MEETING (34 CFR § 300.322; RULES III.H.)

1. The notice of meeting required to be provided to the parent(s) or student who is an adult must:
 - a. Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - b. Inform the parent(s) or student who is an adult of the provision for participation of other individuals who have knowledge or special expertise about the student on the IEP Team.
 - c. Inform the parent(s) that at their request the Part C service coordinator or other representatives of the Part C system may be invited to participate at the initial IEP Team meeting for a student previously served under Part C of the IDEA.
2. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, the IEP notice of meeting also must:
 - a. Indicate that a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student; and
 - b. Indicate that Highmark Charter School will invite the student; and
 - c. Identify any other agency that will be invited, with parental or student who is an adult consent, to send a representative.
3. When conducting IEP Team meetings and placement meetings and carrying out administrative matters, the parent(s) of a student with a disability or student who is an adult and Highmark Charter School may agree to use alternative means of meeting participation such as video conferences and conference calls (34 CFR § 300.328).

III.I. DEVELOPMENT, REVIEW, AND REVISION OF THE IEP (34 CFR § 300.324; RULES III.I.)

1. Development, review, and revision of the IEP.
 - a. In developing each student's IEP, the IEP Team must consider:
 - (1) The strengths of the student;
 - (2) The concerns of the parent(s) or adult student for enhancing the education of the student;
 - (3) The results of the initial or most recent evaluation of the student, and
 - (4) The academic, developmental, and functional needs of the student.
 - b. The IEP Team, in conducting a meeting to develop, review and, if appropriate, revise a student's IEP, must consider the following special factors:
 - (1) In the case of a student with limited English proficiency (LEP), consider the language needs of the student as those needs relate to the student's IEP;
 - (2) In the case of a student who is blind or visually impaired, provide for instruction in braille and the use of braille unless the IEP Team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student;
 - (a) Prior to determining whether a student who is blind should use braille as the primary reading mode, the student's IEP Team must be provided (through pertinent literature or discussions with competent braille users and educators, or both) with detailed information about the use and efficiency of braille as a reading medium, in order to make an informed choice as to the student's primary reading.
 - (3) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct

communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode;

- (4) Consider whether the student needs assistive technology devices and services in school and on a case-by-case basis, in a student's home or other setting; and
- (5) In the case of a student whose behavior impedes the student's learning or that of others, consider the use of positive behavior interventions and supports, and other strategies (e.g., conduct a functional behavior assessment, develop a behavior intervention plan), to address that behavior.
 - (a) When making decisions on behavior interventions, the IEP Team must refer to the USBE Technical Assistance (TA) manual that outlines the Least Restrictive Behavior Interventions (LRBI) for information on research-based intervention procedures.
 - (i) 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 BIP based on data analysis has been developed and implemented (R277-609).
 - (b) The purpose of the LRBI related to the use of positive behavior supports and behavior interventions in schools is to:
 - (i) Protect the safety and well-being of all students;
 - (ii) Provide protection for students, teachers, other school personnel, and LEAs; and
 - (iii) Ensure that parent(s) or students who is an adult are involved in the consideration and selection of behavior interventions to be used.
 - (c) When an emergency situation occurs that requires the immediate use of 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 parental or student who is an adult notification.

- (d) As appropriate, the student should receive an FBA and behavior intervention services and modifications that are designed to address the behavior (34 CFR § 300.530(d)(1)(ii)).
 - 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 a FAPE, the IEP Team must include a statement to that effect in the student's IEP.
 - d. A regular education teacher of a student with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the student, including the determination of:
 - (1) Appropriate positive behavior interventions and supports and other strategies for the student; and
 - (2) Supplementary aids and services, program modifications, and support for school personnel consistent with the IEP.
2. Changes to the IEP.
- a. In making changes to a student's IEP after the annual IEP Team meeting for a school year, the parent(s) of a student with a disability or student who is an adult and Highmark Charter School may agree not to convene an IEP meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP.
 - (1) The LEA shall convene a meeting with the IEP Team regarding material or substantial changes to the IEP (e.g., the amount of service time, change in placement, termination of services).
 - b. Upon request, the parent(s) or student who is an adult must be provided with a revised copy of the IEP with the amendments incorporated.

- c. If changes are made to the student's IEP through the amendment process, Highmark Charter School must ensure that the student's IEP Team is informed of those changes.
- 3. To the extent possible, Highmark Charter School must encourage the consolidation of reevaluation meetings and other IEP Team meetings for the student (34 CFR § 300.324(a)(5)).
- 4. Review and revision of the IEP.
 - a. Highmark Charter School must ensure that the IEP Team:
 - (1) Reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved; and
 - (2) Revises the IEP, as appropriate, to address:
 - (a) Any lack of expected progress toward the annual goals in the IEP and in the general education curriculum, if appropriate;
 - (b) The results of any reevaluation;
 - (c) Information about the student provided to, or by, the parent(s) or adult student;
 - (d) The student's anticipated needs; or
 - (e) Other matters.
 - (3) In conducting a review of the student's IEP, the IEP Team must consider the special factors in the Rules III.I.1.b.
 - (4) A regular education teacher of the student, as a member of the IEP Team, must participate in the review and revision of the IEP of the student, if the student is or may be participating in the general education classroom.
 - (5) If a participating agency, other than Highmark Charter School, fails to provide the postsecondary transition services described in the IEP, Highmark Charter School must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.

- (6) Nothing in this part relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

III.J. DEFINITION OF THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) (34 CFR § 300.320; RULES III.J.)

1. The term *individualized education program* (IEP) means a written statement for each student with a disability that is developed, reviewed, and revised in a meeting. The IEP is designed to meet the student's unique needs based on their disability, and prepare them for further education, employment, and independent living.
2. The IEP must include:
 - a. A statement of the student's present levels of academic achievement and functional performance (PLAAFP), including:
 - (1) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same grade-level curriculum as for students who are non-disabled); or
 - (2) For students in preschool, as appropriate, how the disability affects the student's participation in appropriate activities; and
 - (3) For students who are blind, the results obtained from a braille-related or braille skills assessment;
 - b. A statement of measurable annual goals, that describes what the student is reasonably expected to accomplish in a year and the conditions in which the goals will be performed, including academic and functional goals designed to:
 - (1) Meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the grade-level general education curriculum; and
 - (2) Meet each of the student's other educational needs that result from the student's disability;

- c. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.
- d. For eligible students with significant cognitive disabilities who will participate in grade-level alternate achievement standards (i.e., Essential Elements):
 - (1) Notification to the parent(s) or adult student that the student's academic achievement will be measured through an assessment of the grade-level Utah alternate achievement standards and how participation in such alternate achievement assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma; and
 - (2) A description of benchmarks or short-term objectives for each annual goal;
- e. A description of:
 - (1) How the student's progress toward meeting the annual IEP goals will be measured; and
 - (2) When periodic reports to the parent(s) or adult student on the progress the student is making toward meeting the annual IEP goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
- f. A statement of the special education and related services and supplementary aids and services (including assistive technology), based on peer-reviewed research to the extent practicable, 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 to enable the student:
 - (1) To advance appropriately toward attaining the annual goals;
 - (2) To be involved in and make progress in the grade-level general education curriculum, and to participate in extracurricular and other nonacademic activities; and

- (3) To be educated and participate with other similar-aged students with disabilities and non-disabled students in the activities described in this section;
- g. An explanation of the extent, if any, to which the student will not participate with similar-aged non-disabled students in the regular education environment and in the activities described in this section;
- h. A statement of:
 - (1) Any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on all grade-level State- and LEA-wide assessments; and
 - (2) If the IEP Team determines that the student must take an alternate assessment instead of a particular regular State- or LEA-wide assessment of student achievement, a statement of why:
 - (a) The student cannot participate in the regular assessment; and
 - (b) The particular alternate assessment selected is appropriate for the student; and
 - (c) All students, including students with disabilities, participate in statewide assessments. Highmark Charter School reports the results of statewide assessments on the website. If more than one percent of students with significant cognitive disabilities participate in an alternate assessment, Highmark Charter School will submit justification to the USBE on the need to exceed the cap.
- i. The projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services and modifications.
- j. A statement of school to post-school transition services.
 - (1) For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:

- (2) Appropriate measurable postsecondary goals based upon age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills; and
 - (3) The postsecondary transition services (including courses of study) needed to assist the student in reaching those goals.
- k. Transfer of rights at age of majority.
 - (1) Beginning not later than one year before the student reaches the age of majority (age 18 in Utah), the IEP must include a statement that the student has been informed of the student's rights under Part B of the IDEA that will transfer to the student on reaching the age of majority. The transfer of rights also occurs upon notification to the LEA that a student has married or become emancipated before age 18.
- l. Nothing in this section shall be construed to require that additional information be included in a student's IEP beyond what is explicitly required in Section 614 of Part B of the IDEA, or require 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.
- m. IEP Teams should discuss and address, if appropriate, student participation in not only the grade-level Utah Core Standards, but other general education activities and courses (e.g., health and maturation, suicide prevention), as well as the Statewide Online Education Program (SOEP) or other online, distance, blended, or competency-based courses, as well as courses taken through Career and Technical Education (CTE) programs and concurrent enrollment. Students with disabilities may require special education and related services and accommodations for equitable participation, in conjunction with Part B of the IDEA, the Rules, R277-418, R277-713, and R277-726.

III.K. PHYSICAL EDUCATION 34 CFR § 300.108 (RULES III.L.)

- 1. Physical education services, specially designed if necessary, must be made available to every student with a disability receiving a FAPE, unless Highmark Charter School enrolls students without disabilities and does not provide physical education to students without disabilities in the same grades.

2. Each student with a disability must be afforded the opportunity to participate in the regular physical education program available to students who are nondisabled unless:
 - a. The student is enrolled full time in a separate facility; or
 - b. The student needs specially designed physical education, as prescribed in the student's IEP.
3. If specially designed physical education (e.g., adapted physical education) is prescribed in a student's IEP, the LEA responsible for the education of that student must provide the services directly or make arrangements for those services to be provided through other public or private programs.
4. Highmark Charter School responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services.PE.

III.L. ASSISTIVE TECHNOLOGY (34 CFR § 300.105; R277-495; RULES III.M.)

1. Highmark Charter School must ensure that assistive technology devices or assistive technology services, or both, are made available to a student with a disability if required as a part of the student's:
 - a. Special education,
 - b. Related services, or
 - c. Supplementary aids and services.
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 a FAPE.es.

III.M. EXTENDED SCHOOL YEAR (ESY) SERVICES (34 CFR § 300.106; R277-751; RULES III.N.)

1. Extended school year services mean special education and related services that:
 - a. Are provided to an eligible student with a disability:
 - (1) Beyond the normal school year of Highmark Charter School;

- (2) In accordance with the student's IEP; and
 - (3) At no cost to the parent(s) of the student or student who is an adult; and
 - b. Meet the standards of the USBE in R277-751.
2. Highmark Charter School shall ensure that:
- a. Extended school year services are available as necessary to provide FAPE, consistent with the Rules and considered for each individual student with a disability during an IEP, based upon a review of multiple data sources and factors.
 - b. ESY student programs are provided in the least restrictive environment.
 - c. ESY teachers and paraeducators meet USBE's and IDEA requirements.
3. Extended school year services must be provided only if a student's IEP Team determines, on an individual basis, that the services are necessary for the provision of a FAPE to the student. The annual IEP shall reflect the IEP Team's decision regarding the need for ESY services.
- a. Parent(s) or the student who is an adult shall be provided with prior written notice of proposal or refusal to provide ESY services.
 - b. If determined as eligible for ESY services, the IEP Team shall determine the appropriate ESY program, based on the student's individual needs.
 - c. ESY eligibility decisions and prior written notice of ESY programs shall be provided to parent(s) or student who is an adult in sufficient time to permit accessing dispute resolution options of the procedural safeguards, in the event of a dispute.
4. In implementing the requirements of this section, Highmark Charter School may not:
- a. Limit extended school year services to particular categories of disability, age, or grade level;
 - b. Unilaterally limit the type, amount, or duration of those services; or
 - c. Limit data consideration by IEP Teams to only an analysis of regression and recoupment.

III.N. LEAST RESTRICTIVE ENVIRONMENT (LRE) (34 CFR § 300.114; RULES III.O.)

1. Highmark Charter School must ensure that:
 - a. To the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities (e.g., nursing homes), are educated with similar-aged students who are nondisabled; and
 - 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. In the case of a student who is deaf or hard of hearing, consideration of a special class or school may be the least restrictive environment in that it provides opportunities for direct communication and instruction in the student's language and communication mode with professional personnel and peers.
 - c. LRE provisions apply to transition programs (i.e., postsecondary) and placement.
2. A state funding mechanism must not result in placements that violate the LRE requirements of the Rules III.P.–S.

III.O. INCLUSIONARY PRACTICES TO PROVIDE A FULL EDUCATIONAL OPPORTUNITY (34 CFR § 300.109; RULES III.P.)

1. Highmark Charter School must develop inclusionary practices that include the components in the definition using evidence-based practices. LEA's may benefit from USBE Technical Assistance, and other resources.

III.P. CONTINUUM OF ALTERNATIVE PLACEMENTS (34 CFR § 300.115; RULES III.Q.)

1. Highmark Charter School must ensure that a continuum of alternative placements is available to meet the needs of students with disabilities for special education and related services.
2. The continuum required must:
 - a. Include the following alternative placements for instruction:

- (1) Regular classes,
 - (2) Special classes,
 - (3) Special schools,
 - (4) Home instruction, and
 - (5) Instruction in hospitals and institutions; and
- b. Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

III.Q. PLACEMENTS (34 CFR § 300.116; RULES III.R.)

1. In determining the educational placement of a student with a disability, including postsecondary transition-aged student with a disability, Highmark Charter School must ensure that:
- a. The placement decision:
 - (1) Is made by a group of persons, including the parent(s) or student who is an adult and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions above.
 - b. The student's placement:
 - (1) Is determined at least annually;
 - (2) Is based on the student 's IEP; and
 - (3) Is as close as possible to the student 's home;
 - c. Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that the student would attend if nondisabled;
 - d. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that the student needs; and

- e. A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

III.R. PARENTAL INVOLVEMENT IN PLACEMENT DECISIONS (34 CFR §§ 300.327, 300.501; RULES III.S.)

1. Highmark Charter School shall ensure that the parent(s) of each student with a disability or adult student are members of any group that makes decisions on the educational placement of the parent's student or the student who is an adult (Rules IV.B).
2. In implementing this requirement, Highmark Charter School shall use procedures for parent or student who is an adult involvement in placement decisions consistent with those used for parent participation in IEP meetings.
3. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Highmark Charter School shall use 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 parent(s) or student who is an adult if Highmark Charter School is unable to obtain either parent's or student who is an adult participation in the decision. In this case, the LEA must have a record of its attempts to ensure their involvement.

III.S. NONACADEMIC SETTINGS AND EXTRACURRICULAR ACTIVITIES (34 CFR § 300.117; UCA 53G-6-709; RULES III.T.)

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 Rules III.V, Highmark Charter School must ensure that each student with a disability participates with students who are nondisabled in the extracurricular services and activities to the maximum extent appropriate to the needs of that student.
2. Highmark Charter School must ensure 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. A student with a disability (under the age of 22 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. Highmark Charter School, in cooperation with the Utah Department of Health, shall establish criteria used to determine the health and safety factor (UCA 53G-6- 709).

III.T. NONACADEMIC SERVICES (34 CFR § 300.107; RULES III.U.)

1. Highmark Charter School must take 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.
2. Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by Highmark Charter School, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by Highmark Charter School and assistance in making outside employment available.

IV. PROCEDURAL SAFEGUARDS DUE PROCESS PROCEDURES FOR PARENT(S) AND STUDENTS (IDEA SUBPART E)

1. Consistent with the requirements of Part B of the IDEA and the Rules Highmark Charter School shall establish, maintain, and implement procedural safeguards for students with disabilities and their parent(s) or students who is an adult. (34 CFR § 300.500).

IV.A. PARENTAL OPPORTUNITY TO EXAMINE RECORDS AND PARTICIPATE IN MEETINGS (34 CFR § 300.501; RULES IV.A.)

1. Opportunity to examine records.
 - a. The parent(s) of a student with a disability or student who is an adult must be afforded, in accordance with the Rules, 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 a FAPE to the student.
2. Parent participation in meetings.
 - a. The parent(s) of a student with a disability or student who is an adult must be afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the student and the provision of a FAPE to the student.
 - b. Highmark Charter School must provide notice, consistent with the Rules, to ensure that parents of students with disabilities or adult students have the opportunity to participate in meetings.
 - c. A meeting does not include informal or unscheduled conversations involving Highmark Charter School personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that Highmark Charter School personnel engage in to develop a proposal or a response to a parent or student who is an adult proposal that will be discussed at a later meeting.
3. Parent involvement in placement decisions.

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- a. Highmark Charter School must ensure that a parent of each student with a disability or student who is an adult is a member of any group that makes decisions on the educational placement of the parent's student (34 CFR § 300.327), including notifying the parent(s) or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend and scheduling the meeting at a mutually agreed-on time and place (34 CFR § 300.322(a)).
- b. The notice of meeting must indicate the purpose(s), time, and location of the meeting, who will be in attendance, and inform the parents or student who is an adult of their right to bring other individuals who have knowledge or special expertise about the student (34 CFR § 300.322(b)).
- c. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Highmark Charter School must use other methods to ensure their participation, including individual or conference telephone calls or video conferencing.
- d. A placement decision may be made by a group without the involvement of a parent or student who is an adult if Highmark Charter School is unable to obtain the parents or student who is an adult participation in the decision. In this case, Highmark Charter School must have a record of its attempt to ensure their involvement.

IV.B. INDEPENDENT EDUCATIONAL EVALUATION (34 CFR § 300.502; RULES IV.B.)

1. Definitions.
 - a. *Independent educational evaluation* (IEE) means an evaluation conducted by a qualified examiner who is not employed by Highmark Charter School responsible for the education of the student in question.
 - b. *Public expense* means that Highmark Charter School either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent or student who is an adult.
2. Highmark Charter School has established and implemented policies and procedures related to independent educational evaluation that meet the requirements of Part B of the IDEA and the Rules.

3. The following requirements must be addressed:
- a. The parents of a student with a disability or student who is an adult have the right to obtain an IEE of the student at public expense if they disagree with an evaluation obtained by Highmark Charter School.
 - b. Highmark Charter School must provide to the parents or student who is an adult, upon request for an IEE, information about where an IEE may be obtained and the Highmark Charter School criteria applicable for IEEs.
 - c. If a parent or student who is an adult requests an IEE at public expense, Highmark Charter School must, without unnecessary delay, either:
 - (1) File a request for a due process complaint and hearing to show that its evaluation is appropriate; or
 - (2) Ensure that an IEE is provided at public expense, unless Highmark Charter School demonstrates in a due process hearing that the evaluation obtained by the parent or student who is an adult did not meet Highmark Charter School criteria.
 - d. If Highmark Charter School files a due process complaint and request for hearing, and the final decision is that Highmark Charter School's evaluation is appropriate, the parent or student who is an adult still has the right to an IEE, but not at public expense.
 - e. If a parent or student who is an adult requests an IEE, Highmark Charter School may ask for the parents' or student who is an adult's reason why the student who is an adult objects to the public evaluation. However, the explanation by the parent or student who is an adult may not be required and Highmark Charter School may not unreasonably delay either providing the IEE at public expense or requesting a due process hearing to defend the public evaluation.
 - f. A parent or student who is an adult is entitled to only one IEE at public expense each time Highmark Charter School conducts an evaluation with which the parent or adult student who is an adult disagrees.
 - g. If the parent or adult student who is an adult either obtains an IEE at public expense or shares an evaluation obtained at private expense with Highmark Charter School, the results of the evaluation:

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA
Subpart E)

- (1) Must be considered by Highmark Charter School, in any decision made with respect to the provision of a FAPE to the student provided that the IEE meets Highmark Charter School criteria; and
 - (2) May be presented by any party as evidence at a hearing on a due process complaint regarding that student.
- h. If a hearing officer requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.
- i. If an IEE is at public 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 that Highmark Charter School uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's or student who is an adult right to an IEE.
- j. Except for the criteria described above, Highmark Charter School may not impose additional conditions or timelines related to obtaining an IEE at public expense.
4. An IEE conducted at Highmark Charter School's expense becomes the property of Highmark Charter School, in its entirety.

IV.C. PRIOR WRITTEN NOTICE (34 CFR § 300.503; RULES IV.C.)

1. Prior written notice must be given to the parents of a student with a disability or student who is an adult a reasonable time before Highmark Charter School:
 - a. Proposes to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student; or
 - b. Refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student.
2. The notice required must include:
 - a. A description of the action proposed or refused by Highmark Charter School;
 - b. An explanation of why Highmark Charter School proposes or refuses to take the action;

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA
Subpart E)

- c. A description of each evaluation procedure, assessment, record, or report Highmark Charter School used as a basis for the proposed or refused action;
 - d. A statement that the parent(s) of a student with a disability or student who is an adult 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 the parent(s) or student who is an adult to contact to obtain assistance in understanding the provisions of Part B of the IDEA;
 - f. A description of other options that the IEP Team considered and the reasons why those options were rejected; and
 - g. A description of other factors that are relevant to Highmark Charter School's proposal or refusal.
3. The notice must be:
- a. Written in language understandable to the general public; and
 - b. Provided in the native language of the parent or student who is an adult or other mode of communication used by the parent or student who is an adult, unless it is clearly not feasible to do so.
- (1) If the native language or other mode of communication of the parent or student who is an adult is not a written language, Highmark Charter School must take steps to ensure that:
- (a) The notice is translated orally or by other means to the parent or student who is an adult in the parent's or student who is an adult native language or other mode of communication;
 - (b) The parent or student who is an adult understands the content of the notice; and
 - (c) There is written evidence that the requirements above have been met.

IV.D. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.504; RULES IV.D.)

1. A copy of the procedural safeguards available to the parent(s) of a student with a disability or student who is an adult must be given to the parent(s) or student who is an adult only one time a year, except that a copy also must be given to the parent(s) or student who is an adult:
 - a. Upon initial referral or parent or student who is an adult request for evaluation;
 - b. Upon receipt of the first State complaint or a due process complaint in that school year;
 - c. In accordance with the discipline procedures in 34 CFR § 300.530(h) and Rules V.F.; and
 - d. Upon request by a parent or student who is an adult.
2. Highmark Charter School may place a current copy of the procedural safeguards notice on its website if a website exists.
3. The procedural safeguards notice must include a full explanation of all the procedural safeguards relating to:
 - a. Independent educational evaluations;
 - b. Prior written notice;
 - c. Parental or student who is an adult consent;
 - d. Access to educational records;
 - e. The opportunity to present and resolve complaints through the, including:
 - (1) The time period in which to file a due process complaint or State complaint;
 - (2) The opportunity for the agency to resolve the due process hearing complaint or State complaint; and
 - (3) The difference between the due process complaint and the State complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- f. The availability of mediation;
 - g. The student's placement during pendency of hearings on due process complaints;
 - h. Procedures for students who are subject to placement in an interim alternative educational setting (IAES);
 - i. Requirements for unilateral placement by parent(s) of students or by a student who is an adult in private schools at public expense;
 - j. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
 - k. State-level appeals;
 - l. Civil actions, including the time period in which to file those actions; and
 - m. Attorneys' fees.
- 4. The notice required must be in language understandable to the parent(s) or student who is an adult as set forth in 34 CFR § 300.503(c) and Rules IV.C.3.
 - 5. A parent of a student with a disability or student who is an adult may elect to receive prior written notice, procedural safeguards notice, and prior written notice following a due process complaint pursuant to Rules IV.H.6 by an electronic mail communication, if Highmark Charter School makes that option available (34 CFR § 300.505).

IV.E. STATE COMPLAINT PROCEDURES (34 CFR § 300.151–153; RULES IV.E.)

- 1. Highmark Charter School follows all requirements found in Rules IV.E regarding State complaint procedures.

IV.F. MEDIATION (34 CFR § 300.506; RULES IV.F.)

- 1. Highmark Charter School follows all requirements found in Rules IV.F regarding Mediation.

IV.G. FILING A DUE PROCESS COMPLAINT (34 CFR § 300.507; UCA 53E-7-208; RULES IV.G.)

- 1. Highmark Charter School follows all requirements found in Rules IV.G regarding filing a due process complaint.

IV.H. DUE PROCESS COMPLAINT (34 CFR § 300.508; RULES IV.H.)

1. Highmark Charter School follows all requirements found in Rules IV.H regarding due process complaints.

IV.I. RESOLUTION PROCESS (34 CFR § 300.510; RULES IV.J.)

1. Highmark Charter School follows all requirements found in Rules IV.J regarding the resolution process.

IV.J. IMPARTIAL DUE PROCESS HEARING (34 CFR § 300.511; RULES IV.K.)

1. Highmark Charter School follows all requirements found in Rules IV.K regarding impartial due process hearings.

IV.K. HEARING RIGHTS (34 CFR § 300.512; RULES IV.L.)

1. Highmark Charter School follows all requirements found in Rules IV.L regarding hearing rights.

IV.L. HEARING DECISIONS (34 CFR § 300.513; RULES IV.M.)

1. Highmark Charter School follows all requirements found in Rules IV.M regarding hearing decisions.

IV.M. FINALITY OF DECISION (34 CFR § 300.514; RULES IV.N.)

1. Highmark Charter School follows all requirements found in Rules IV.N regarding finality of decisions.

IV.N. STATE ENFORCEMENT MECHANISMS (34 CFR § 300.537; RULES IV.O.)

1. Highmark Charter School follows all requirements found in Rules IV.O regarding State enforcement mechanisms.

IV.O. TIMELINES AND CONVENIENCE OF HEARINGS (34 CFR § 300.515; RULES IV.P.)

1. Highmark Charter School follows all requirements found in Rules IV.P regarding timelines and convenience of hearings.

IV.P. CIVIL ACTION (34 CFR § 300.516; RULES IV.Q.)

1. Highmark Charter School follows all requirements found in Rules IV.Q regarding civil action.

IV.Q. ATTORNEY'S FEES (CFR §300.517; UCA 53E-7-208(4)(B); RULES IV.R.)

1. Highmark Charter School follows all requirements found in Rules IV.R regarding attorneys' fees.

IV.R. STUDENT'S STATUS DURING PROCEEDINGS (34 CFR § 300.518; RULES IV.S.)

1. Highmark Charter School follows all requirements found in Rules IV.S regarding student's status during proceedings.

IV.S. SURROGATE PARENTS (34 CFR § 300.519; RULES IV.T.)

1. Highmark Charter School must ensure that the rights of a student are protected when:
 - a. No parent (as defined under 34 CFR § 300.30 and Rules I.E.34.) can be identified for a student under the age of majority;
 - b. Highmark Charter School after reasonable efforts, cannot locate a parent for a student under the age of majority;
 - c. The student is a ward of the State under the laws of Utah; or
 - d. The student is an unaccompanied youth experiencing homelessness under the age of majority.
2. The duties of Highmark Charter School include the assignment of an individual to act as a surrogate for the parent(s) for a student under the age of majority. This must include a method for determining whether a student under the age of majority needs a surrogate parent and for assigning a surrogate parent to the student.
3. In the case of a student who is a ward of the State, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided that the surrogate meets the requirements.
4. Highmark Charter School may select a surrogate parent in any way permitted under State law.

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA
Subpart E)

5. Highmark Charter School must ensure that a person selected as a surrogate parent:
 - a. Is not an employee of the USBE, Highmark Charter School, or any other agency that is involved in the education or care of the student;
 - b. Has no personal or professional interest that conflicts with the interest of the student that the surrogate parent represents; and
 - c. Has knowledge and skills that ensure adequate representation of the student.
6. A person otherwise qualified to be a surrogate parent is not an employee of Highmark Charter School solely because the person is paid by Highmark Charter School to serve as a surrogate parent.
7. In the case of a student who is an unaccompanied youth experiencing homelessness, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogates until a surrogate can be appointed that meets all of the requirements.
8. The surrogate parent may represent the student in all matters relating to the identification, evaluation, and educational placement of the student, and the provision of a FAPE to the student.
9. The USBE and Highmark Charter School must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 calendar days after Highmark Charter School determines that the student needs a surrogate.

IV.T. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY (34 CFR § 300.520; RULES IV.U.)

1. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
 - a. Highmark Charter School must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
 - b. All other rights accorded to parents under Part B of the IDEA transfer to the student.;

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA
Subpart E)

2. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
3. Whenever a state transfers rights, Highmark Charter School must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.

IV.U. CONFIDENTIALITY OF INFORMATION (34 CFR §§ 300.610–300.626; R277-487; RULES IV.V.)

1. Highmark Charter School takes appropriate steps to ensure the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by Highmark Charter School pursuant to Part B of the IDEA and R277-487. Highmark Charter School follows all requirements found in Rules IV.V.1-19 regarding confidentiality of information including
2. Definitions as used in Rules (34 CFR § 300.611).
 - a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
 - b. *Education records* means the type of records covered under the definition of “education records” in 34 CFR § 99, implementing regulations for the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g (FERPA).
 - c. *Participating agency* means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.
3. Record of access (34 CFR § 300.614).
 - a. Highmark Charter School must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA and the Rules (except access by parents or student who is an adult and authorized employees of Highmark Charter School), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA
Subpart E)

4. Records on more than one student (34 CFR § 300.615).
 - a. If any education record includes information on more than one student, the parent(s) of those students or the student who is an adult have the right to inspect and review only the information relating to their student or themselves or to be informed of that specific information.
5. List of types and locations of information (34 CFR § 300.616).
 - a. On request, Highmark Charter School must provide parents or student who is an adult with a list of the types and locations of education records collected, maintained, or used by Highmark Charter School.
6. Fees (34 CFR § 300.617).
 - a. Highmark Charter School may charge a fee for copies of records that are made for parent(s) or student who is an adult under Part B of the IDEA if the fee does not effectively prevent the parent(s) or student who is an adult from exercising their right to inspect and review those records.
 - b. Highmark Charter School may not charge a fee to search for or to retrieve information under Part B of the IDEA.
7. Consent for disclosure of PII (34 CFR § 300.622).
 - a. Except as to disclosures addressed in referral to and action by law enforcement and judicial authorities, for which parental consent is not required by 34 CFR § 99, parental or adult student consent must be obtained before PII is:
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under Part B of the IDEA or the Rules; or
 - (2) Used for any purpose other than meeting a requirement of Part B of the IDEA or the Rules.
 - b. Highmark Charter School may not release information from education records to participating agencies without parental or adult student consent unless authorized to do so by 34 CFR §§ 99.31 and 99.34 (FERPA):

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- (1) 34 CFR § 99.31 allows an LEA to disclose PII from the education records of a student without the written consent of the parent(s) of the student or student who is an adult, if the disclosure is:
 - (a) To other school officials, including teachers, within the LEA who have been determined by the LEA to have legitimate educational interests.
 - (b) To officials of another school or school site in which the student seeks or intends to enroll, subject to the requirements set forth in 34 CFR § 99.34 below.
- (2) 34 CFR § 99.34 requires that an LEA transferring the education records of a student pursuant to 34 CFR § 99.34 above shall make a reasonable attempt to notify the parent of the student or student who is an adult of the transfer of records at the last known address of the parent or student who is an adult, except that the LEA does not have to provide any further notice of the transfer of records when:
 - (a) The transfer is initiated by the parent(s) or student who is an adult at the sending LEA.
 - (b) 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.
 - (c) The LEA transferring the records must keep a copy of the records for three years after the transfer.
- c. Highmark Charter School, upon receiving PII from another educational agency or institution may make further disclosure of the information on behalf of the LEA without the prior written consent of the parent(s) or student who is an adult if the conditions of 34 CFR §§ 99.31 and 99.34 noted above are met, and if the educational agency informs the party to whom disclosure is made of these requirements.
- d. If the parent(s) or student who is an adult refuses consent for the release of PII to a third party, then that party may proceed with statutory procedures in an effort to obtain the desired information.

Procedural Safeguards Due Process Procedures for Parent(s) and Students (IDEA Subpart E)

- e. Note: As authorized in 34 CFR § 99.31 (FERPA), Highmark Charter School includes in the annual procedural safeguards notice that it is their policy to forward educational records of a student with disabilities without parental or student who is an adult consent or notice to officials of another school or school district in which a student seeks or intends to enroll.
8. Safeguards (34 CFR § 300.623).
- a. Highmark Charter School must protect the confidentiality of PII at collection, storage, disclosure, and destruction stages.
 - b. One official at Highmark Charter School must assume responsibility for ensuring the confidentiality of any PII.
 - c. All persons collecting or using PII must receive training or instruction regarding the State's policies and procedures in this section and 34 CFR § 99.
 - d. Highmark Charter School must maintain, for public inspection, a current listing of the names and positions of those employees within the LEA who may have access to PII on students with disabilities.
9. Destruction of information (34 CFR § 300.624).
- a. Highmark Charter School must inform parents or student who is an adult when PII collected, maintained, or used under Part B of the IDEA and the Rules is no longer needed to provide educational services to the student.
 - b. The information no longer needed must be destroyed at the request of the parent(s) or student who is an adult. However, a permanent record of a student's name, address, phone number, the student's 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.

V. DISCIPLINE PROCEDURES (34 CFR § 300.530)

V.A. DISCIPLINE PROCEDURES FOR STUDENTS WITH DISABILITIES (RULES V.A.)

1. Consistent with the requirements of Part B of the IDEA and the Rules, Highmark Charter School shall establish, maintain, and implement policies and procedures for disciplining students with disabilities.

V.B. AUTHORITY OF SCHOOL PERSONNEL (34 CFR § 300.530(A–C); RULES V.B.)

1. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of this section, is appropriate for a student with a disability who violates a code of student conduct.
2. School personnel may remove a student with a disability who violates a code of student conduct from the student's current placement to an appropriate interim alternative educational setting (IAES), another setting, or suspension, for not more than ten consecutive school days (to the same extent those alternatives are applied to students without disabilities), and for additional removals of not more than ten 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 because of disciplinary removal as set forth in 34 CFR § 300.536 and Rules V.D.).
3. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, during any subsequent days of removal Highmark Charter School must provide services to the extent required under 34 CFR § 300.530(d) and Rules V.C.
4. For disciplinary changes in placement that would exceed ten consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities, except after the tenth day of removal that constitutes a change in placement, Highmark Charter School must provide services to the student as outlined in Rule V.C.

V.C. SERVICES (34 CFR § 300.530(D); RULES V.C.)

1. A student with a disability who is removed from the student's current placement must:
 - a. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
 - b. Receive, as appropriate, an FBA, and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.
2. The services may be provided in an IAES.
3. Highmark Charter School is only required to provide services during periods of removal to a student with a disability who has been removed from the student's current placement for ten school days or less in that school year if it also provides services to a student without disabilities who is similarly removed.
4. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under 34 CFR § 300.536 and Rules V.D., school personnel, in consultation with at least one of the student's teachers, determine the extent to which services are needed, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.
5. If the removal is a change of placement, the student's IEP Team determines appropriate services to be provided during the removal.

V.D. CHANGE OF PLACEMENT DUE TO DISCIPLINARY REMOVALS (34 CFR § 300.536; RULES V.D.)

1. For purposes of removals of a student with a disability from the student's current educational placement, a change of placement occurs if:

- a. The removal is for more than ten consecutive school days, including shortened school days; or
 - b. The student has been subjected to a series of removals that constitute a pattern, including shortened school days:
 - (1) Because the series of removals total more than ten school days in a school year;
 - (2) Because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
 - (3) Because of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.
2. As used in the Rules, shortened school days occur when a student's school day is reduced solely by school personnel in response to the student's behavior for disciplinary purposes, rather than the student's IEP team or placement team for that student to receive a FAPE.
 - a. In general, the use of informal removals to address a student's behavior, if implemented repeatedly throughout the school year, could constitute a disciplinary removal from the current placement. Therefore, the discipline procedures in 34 C.F.R. §§ 300.530 through 300.536 and Rules V. would generally apply unless all three of the following factors are met:
 - (1) The student is afforded the opportunity to continue to appropriately participate in the general curriculum;
 - (2) The student continues to receive the services specified on the student's IEP; and
 - (3) The student continues to participate with nondisabled children to the extent they would have in their current placement. 71 Fed. Reg. 46715 (Aug. 14, 2006).
3. Highmark Charter School determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

V.E. MANIFESTATION OF DETERMINATION (34 CFR § 300.530(E-G, I); RULES V.E.)

1. Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the LEA, the parent or adult student, and relevant members of the student's IEP Team (as determined by the parent or student who is an adult and the LEA) must review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent(s) or adult student to determine:
 - a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
 - b. If the conduct in question was the direct result of Highmark Charter School's failure to implement the IEP.
2. The conduct must be determined to be a manifestation of the student's disability if the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that:
 - a. The misconduct was caused by or had a direct and substantial relationship to the student's disability; or
 - b. The misconduct was the direct result of Highmark Charter School's failure to implement the IEP.
3. If the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that the misconduct was the direct result of the Highmark Charter School's failure to implement the IEP, Highmark Charter School must take immediate steps to remedy those deficiencies.
4. If the LEA, the parent(s) or student who is an adult, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the student's disability, the IEP Team must:
 - a. Either:
 - (1) Conduct a functional behavior assessment (FBA), unless Highmark Charter School had conducted a FBA before the behavior that resulted in the change of placement occurred, and implement a BIP for the student; or

- (2) If a BIP has already been developed, review the BIP, and modify it, as necessary, to address the behavior;
 - b. And, unless the misconduct falls under the definition of special circumstances in Rules V.E.5., return the student to the placement from which the student was removed, unless the parent or adult student and the LEA agree to a change of placement as part of the modification of the BIP.
5. Special circumstances.
- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
 - (1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Highmark Charter School;
 - (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction Highmark Charter School;
 - (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of Highmark Charter School.
 - b. Definitions.
 - (1) For purposes of this section, the following definitions apply:
 - (a) *Controlled substance* means a drug or other substance that cannot be distributed without a prescription, identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 USC § 812(c)).
 - (b) *Illegal drug* means a controlled substance but does not include a drug controlled, possessed, or used under the supervision of a licensed health- care professional or one legally possessed or used under the Controlled Substances Act or under any other provision of Federal law (21 USC § 812).

- (c) *Serious bodily injury* means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 USC § 1365). Serious bodily injury does not include a cut, abrasion, bruise, burn, disfigurement, physical pain, illness, or impairment of the function of a bodily member, organ or mental faculty that is temporary (18 USC § 1365).
- (d) *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 2.5 inches (18 USC § 930).

V.F. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.530(H); RULES V.F.)

1. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, Highmark Charter School must notify the parent(s) or student who is an adult of that decision and provide the parent(s) or student who is an adult the procedural safeguards notice.

V.G. DETERMINATION OF SETTING (34 CFR § 300.531; RULES V.G.)

1. The student's IEP Team determines the IAES for services if the behavior that gives rise to the removal is not a manifestation of the student's disability, the removal constitutes a change of placement, or the behavior falls under the special circumstances in Rules V.E.5.

V.H. APPEALS BY PARENT OR LEA (34 CFR § 300.532; RULES V.H.)

1. The parent(s) of a student with a disability or student who is an adult who disagrees with any decision regarding placement or the manifestation determination, or if Highmark Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by filing a due process hearing complaint and requesting a hearing.
2. Authority of hearing officer.

- a. A due process hearing officer hears and makes a determination regarding an appeal under Rules V.H.1.
 - b. In making the determination, the hearing officer may:
 - (1) Return the student with a disability to the placement from which the student was removed if the hearing officer determines that the removal was a violation of the discipline procedures under Part B of the IDEA or the Rules or that the student's behavior was a manifestation of the student's disability; or
 - (2) Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
 - c. The appeal procedures may be repeated if Highmark Charter School believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.
3. Expedited due process hearing.
- a. Whenever a hearing is requested, the parent(s) or student who is an adult or Highmark Charter School in the dispute must have an opportunity for an impartial due process hearing.
 - b. Highmark Charter School is responsible for arranging the expedited due process hearing with the State Director of Special Education, which must occur within 20 school days of the date the complaint requesting the hearing is filed. The hearing officer must make a determination within ten school days after the hearing.
 - c. Unless the parent(s) or student who is an adult and Highmark Charter School agree in writing to waive the resolution meeting, or agree to use mediation:
 - (1) A resolution meeting must occur within seven calendar days of receiving notice of the due process complaint; and

- (2) The due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of the receipt of the due process complaint.
- d. Parties may not mutually agree to extend the resolution period to resolve an expedited due process complaint. Therefore, when the parties have participated in a resolution meeting or engaged in mediation and the dispute has not been resolved to the satisfaction of both parties within 15 days of the receipt of the due process complaint, the expedited due process hearing may proceed.
- e. A hearing officer may not extend the timeline for making a determination in an expedited due process hearing.
- f. The decisions on expedited due process hearings are final, unless meeting the requirements of 34 CFR § 300.514(b) or 34 CFR § 300.516.6.

V.I. PLACEMENT DURING APPEALS (34 CFR § 300.533; RULES V.I)

1. When an appeal through a due process complaint has been made by either the parent or student who is an adult or Highmark Charter School, the student must remain in the IAES pending the decision of the hearing officer or until the expiration of the time period specified, whichever occurs first, unless the parent(s) or adult student and Highmark Charter School (or USBE if appropriate) agree otherwise.

V.J. PROTECTIONS FOR STUDENTS NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES (34 CFR § 300.534; RULES V.J.)

1. A student who has not been determined to be eligible for special education and related services under Part B of the IDEA, and who has engaged in behavior that violated a code of student conduct, may assert any of the protections provided for in this part if Highmark Charter School had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.
2. Highmark Charter School must be deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. The parent(s) of the student or student who is an adult expressed concern in writing to supervisory or administrative personnel of Highmark Charter School, or a teacher of the student, that the student is in need of special education and related services;
 - b. The parent(s) of the student or student who is an adult requested an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
 - c. The teacher of the student, or other personnel of Highmark Charter School, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of Highmark Charter School or to other supervisory personnel of Highmark Charter School.
3. Highmark Charter School would not be deemed to have knowledge that a student is a student with a disability if:
 - a. The parent(s) of the student or the student who is an adult:
 - (1) Has not allowed an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
 - (2) Has refused services under this part; or
 - b. The student has been evaluated in accordance with 34 CFR §§ 300.300 through 300.311 and determined to not be a student with a disability under Part B of the IDEA.
4. If Highmark Charter School does not have knowledge that a student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the disciplinary measures applied to students without disabilities who engage in comparable behaviors.
 - a. If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
 - (1) 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.

- (2) If the student is determined to be a student with a disability, taking into consideration information from the evaluation conducted by Highmark Charter School and information provided by the parent(s) or adult student, Highmark Charter School must provide special education and related services.

V.K. REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES (34 CFR § 300.535; RULES V.K.)

1. Nothing in Part B of the IDEA prohibits Highmark Charter School from reporting a crime committed by a student with a disability to appropriate authorities or prevents 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.
2. Transmittal of records.
 - a. If Highmark Charter School reports a crime committed by a student with a disability, it must ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom Highmark Charter School reports the crime.
 - b. If Highmark Charter School reports a crime under this section, it may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

VI. STUDENTS WITH DISABILITIES IN OTHER SETTINGS

VI.A. PRIVATE SCHOOL PLACEMENTS BY LEAs (34 CFR § 300.325; RULES VI.A.)

1. CHARTER NAME] follows all requirements found in Rules VI.A regarding private school placements.

VI.B. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS NOT AT ISSUE (UNILATERAL PLACEMENT) (34 CFR § 300.130; RULES VI.B.)

1. Highmark Charter School follows all requirements found in Rules VI.B regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is not at issue (unilateral placement).).

VI.C. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE (34 CFR § 300.148; RULES VI.C.)

1. Highmark Charter School follows all requirements found in Rules VI.C regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is at issue.

VI.D. STUDENTS WITH DISABILITIES ENROLLED IN HOME SCHOOL (RULES IV.D.)

1. Dual enrollment (R277-438 and UCA 53G-6-702).
 - a. A student with a disability who is simultaneously enrolled in both home school or private school and a public school is considered a student in dual enrollment.
 - b. A student with a disability seeking dual enrollment is entitled to special education and related services, under an IEP, for the time, or for the number of courses, the student is enrolled in the public school, based on the decision of the student's IEP Team. The IEP Team must consider the amount of time and courses needed for the provision of FAPE.

VI.E. STUDENTS WITH DISABILITIES ENROLLED IN ADULT EDUCATION (R277-733; UCA 53E-10-205; RULES VI.E.)

1. Students with disabilities enrolled in Adult Education remain entitled to special education and related services until determined no longer meeting eligibility

criteria, graduate with a regular high school diploma, or reach maximum age (i.e., age 22).

2. The responsibility for FAPE for students with disabilities enrolled in Adult Education classes remains with the school district of residence.

VI.F. STUDENTS WITH DISABILITIES ENROLLED IN VIRTUAL SETTINGS (RULES VI.F.)

1. Students with disabilities enrolled in public education virtual settings remain entitled to special education and related services until determined no longer meeting eligibility criteria, graduate with a regular high school diploma, or reach maximum age.
2. The responsibility for FAPE for students with disabilities enrolled in public education virtual settings remains with the LEA of enrollment, unless Board Rule specifies otherwise.

VI.G. STUDENTS WITH DISABILITIES CONVICTED AS ADULTS AND INCARCERATED IN ADULT PRISONS (34 CFR § 300.324; RULES VI.J.)

1. Highmark Charter School follows all requirements found in Rules VI.J regarding students with disabilities convicted as adults and incarcerated in adult prisons.

VI.H. STUDENTS WITH DISABILITIES WHO ARE ALSO IN STATE CUSTODY/CARE (R277-709; UCA 62A-4A-701; RULES VI.K.)

1. Highmark Charter School follows all requirements found in Rules VI.K regarding students with disabilities who are also in state custody/care.

VI.I. STUDENTS WITH DISABILITIES WHO RESIDE IN NURSING HOMES (RULES VI.L.)

1. Highmark Charter School follows all requirements found in Rules VI.L regarding students with disabilities who reside in nursing homes. Students with disabilities residing in nursing homes and their parent(s) or students who is an adult have the same rights under IDEA as all other students who are IDEA-eligible students with disabilities.

VII. POSTSECONDARY TRANSITIONS

VII.A. POSTSECONDARY TRANSITION SERVICES—SCHOOL TO POST-SCHOOL (RULES VII.B.)

1. Purpose (34 CFR § 300.1; Rules VII.B.1).
 - a. To ensure that all students with disabilities have available to them a FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.
2. Definition (34 CFR § 300.43; Rules VII.B.2).
 - a. *Postsecondary Transition services* means a coordinated set of activities for a student with a disability that:
 - (1) Is designed to be within a results-oriented process that is focused on improving the academic and functional achievement of the student with a disability, to facilitate the student's movement from school to post-school activities, including postsecondary education, vocational education, competitive integrated employment (including supported employment), continuing and adult education, adult services, independent living, or full community participation;
 - (2) Is based on the individual student's needs, taking into account the student's strengths, preferences, and interests, and includes:
 - (a) Instruction;
 - (b) Related services;
 - (c) Community experiences;
 - (d) The development of employment and other post-school adult living objectives; and
 - (e) If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.
 - b. Postsecondary Transition services for students with disabilities may be special education, if provided as specially designed instruction, or a related

service, if required to assist a student with a disability to benefit from special education.

3. Parent or student who is an adult participation (34 CFR § 300.322; Rules VII.B.3).
 - a. For a student with a disability age 14 and older, or younger if determined appropriate by the IEP Team, the notice of meeting must indicate:
 - (1) That a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student;
 - (2) That the LEA will invite the student; and
 - (3) Identify any other agency that will be invited, with the consent of the parent(s) or student who is an adult, to send a representative.
4. IEP Team (34 CFR § 300.321; Rules VII.B.4).
 - a. For an IEP Team meeting that includes as a purpose the development of a postsecondary transition plan:
 - (1) Highmark Charter School must invite the student with a disability to attend the student's IEP meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals.
 - (2) If the student does not attend the IEP meeting, Highmark Charter School must take other steps to ensure that the student's preferences and interests are considered.
 - (3) To the extent appropriate, with the consent of the parent(s) or adult student, Highmark Charter School must invite a representative of any participating agency that is likely to be responsible for providing or may be paying for postsecondary transition services.
5. Definition of IEP (34 CFR § 300.320(b); Rules VII.B.5).
 - a. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.

- b. Postsecondary transition services. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:
 - (1) Realistic and reasonable measurable postsecondary goals based upon annual age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills;
 - (2) Postsecondary transition services (e.g., activities, experiences, specially designed instruction), that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
 - (3) Multi-year courses of study that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
 - (4) Evidence that the student was invited to the IEP Team meeting where transition services are to be discussed. If the student does not attend the IEP meeting, the IEP Team must take other steps to ensure the student's preferences and interests are considered;
 - (5) If appropriate, evidence that a representative of any participating agency that might be providing or paying for any postsecondary transition services was invited to the IEP Team meeting with written consent of the parent or adult student prior to the meeting; and
 - (6) Any modifications to graduation requirements, as permitted under R277-700.
 - c. Students with disabilities must have access to all school services related to college and career readiness planning and must be actively invited and included in school activities which address course planning (including online courses), graduation, and postsecondary education and employment (i.e., college week, scholarship opportunities, ACT, and concurrent enrollment) (R277-462).
6. Transfer of rights at age of majority (34 CFR §§ 300.320(c), 300.520; Rules VII.B.6).
 - a. Not later than the student's 17th birthday, the IEP must include a dated statement, signed by the student, parent, and an LEA Representative, that

the student and the student's parent(s) have been informed of parent's rights under Part B of the IDEA (i.e. Procedural Safeguards) that will transfer to the student on reaching the age of majority (i.e., age 18), except for a student with a disability who has been determined to be incompetent by a court.

- b. All rights accorded to parents under Part B of the IDEA transfer to the student on the student's 18th birthday unless the IEP Team determines that:
 - (1) The parent has obtained legal guardianship, power of attorney, or conservatorship; or
 - (2) The student has married or become emancipated (in which case the rights transfer at that time).
 - c. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution.
 - d. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
 - (1) Highmark Charter School must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
 - (2) All other rights accorded to parents under Part B of the IDEA transfer to the student;
 - (3) All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
 - e. Whenever a state transfers rights, Highmark Charter School must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.
7. Termination of eligibility as a change of placement (34 CFR § 300.305; Rules VII.B.7).

- a. An evaluation is not required before the termination of a student's eligibility under this part due to graduation from secondary school with a regular high school diploma, or due to exceeding the age of eligibility for FAPE under Utah law.
 - b. For a student whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age of eligibility for FAPE under Utah law, Highmark Charter School must provide the student with a summary of the student's academic achievement and functional performance which shall include a statement of the student's postsecondary goals, recommendations on how to assist the student in meeting the student's postsecondary goals, and a statement of when and how accommodations were used for instruction and assessment.
 - (1) Highmark Charter School develops the summary of student's academic achievement and functional performance with the IEP Team and additional individuals as appropriate (e.g., school counselors, CTE teachers, Pre- Employment Transition Service representatives).
 - c. Receipt of a general educational development (GED) credential does not end eligibility for FAPE.
8. Failure to meet postsecondary transition objectives (34 CFR § 300.324; Rules VII.B.8)
- a. If a participating agency, other than Highmark Charter School, fails to provide the postsecondary transition services described in the IEP, Highmark Charter School must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.
 - b. Nothing relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that LEA (34 CFR § 300.324).
 - c. If any public agency other than an educational agency is otherwise obligated under Federal or State law, or assigned responsibility under State policy or an interagency agreement, to provide or pay for any

services that are also considered special education or related services such as, but not limited to, services relating to assistive technology devices, assistive technology services, related services, supplementary aids and services, and postsecondary transition services, that are necessary for ensuring a FAPE to students with disabilities within the State, the public agency must fulfill that obligation or responsibility, either directly or through contract or other arrangement or as provided in an interagency agreement.

9. Students with disabilities in adult prisons (34 CFR § 300.324; Rules VII.B.9).
 - a. The requirements relating to postsecondary transition planning and postsecondary transition services do not apply with respect to those students whose eligibility under Part B of the IDEA 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.
 - b. The obligation to make FAPE available to all students with disabilities does not apply with respect to students ages 18 through 21 to the extent that State law does not require that special education and related services under Part B of the IDEA be provided to students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility (34 CFR § 300.102):
 - (1) Were not actually identified as being a student with a disability; and
 - (2) Did not have an IEP under Part B of the IDEA.
 - c. The exception does not apply to students with disabilities ages 18 through 21 who:
 - (1) Had been identified as a student with a disability and had received services in accordance with an IEP, but who left school prior to their incarceration; or
 - (2) Did not have an IEP in their last educational setting, but who had actually been identified as a student with a disability.

VII.B. GRADUATION (UCA 53E-7-202; R277-705; RULES VII.C.)

1. The obligation of Highmark Charter School to make FAPE available to all students with disabilities does not apply to students with disabilities who have graduated from high school with a regular high school diploma (34 CFR §300.102(a)(3)(i)).
 - a. The exception in the Rules VII.C.1 does not apply to students that have graduated from high school but have not been awarded a regular high school diploma (34 CFR § 300.102(a)(3)(ii)).
 - b. Highmark Charter School may not withhold a regular high school diploma from a student who has met State or LEA graduation requirements.
 - c. Graduation from high school with a regular high school diploma constitutes a change in placement, requiring prior written notice that must contain all the requirements in the Rules IV.D, including being given a reasonable time before the LEA proposed to terminate the student's eligibility under the IDEA by issuing the student a diploma (34 CFR § 300.503).
 - d. The term "regular high school diploma" does not include an alternative degree that is not fully aligned with the State's academic standards, such as a certificate or a GED (34 CFR § 300.102(a)(3)(iv)).
2. A student with a disability served by a special education program shall satisfy high school completion or graduation criteria, consistent with State and federal law and the student's IEP. Highmark Charter School may modify graduation requirements consistent with the student's IEP (R277-700-6(25)). Highmark Charter School may award a student a certificate of completion consistent with state and federal law and the student's IEP.
3. The IEP Team must refer to the USBE Special Education Graduation Guidelines for additional information regarding modifying graduation requirements and IEP substitutions.

VII.C. TERMINATION OF SERVICES UPON REACHING AGE 22 (UCA 53E-7-201; R277-419-2(23)(B); RULES VII.D.)

1. If a student with a disability turns 22 any time after July 1, Highmark Charter School must continue to provide FAPE until the end of that school year.

VIII. RESPONSIBILITIES OF THE UTAH STATE BOARD OF EDUCATION

VIII.A. GENERAL SUPERVISORY AUTHORITY (RULES VIII.A.)

1. In addition to the requirements listed below, Highmark Charter School provides data as required for State and Federal reports and other State functions as listed in Rules VIII.
2. LEA special education program funding (Rules VIII.A.3)
 - a. Highmark Charter School shall provide, either singly or in cooperation with other school districts or public institutions, a FAPE for all students with disabilities who are residents of the public charter school. The program shall include necessary special facilities, instruction, and education-related services. The costs of Highmark Charter School's program, or share of a joint program, shall be paid from LEA funds.
 - b. Highmark Charter School shall receive funds under UCA 53F-2-1, State Funding--Minimum School Program (MSP), and other applicable laws to provide special education services in accordance with the Rules.
 - c. Highmark Charter School may, singly or in cooperation with other public entities, provide education and training for persons with disabilities who are younger than 3 or older than 22. The cost of such a program may be paid from fees, contributions, and other funds received by LEA for support of the program but may not be paid from public education funds.
 - d. The requirements of Part B of the IDEA and the Rules are binding on each LEA and other public agency that has direct or delegated authority to provide special education and related services in the State of Utah.

VIII.B. STATE ELIGIBILITY (RULES VIII.B.)

1. Program options (34 CFR § 300.110; Rules VIII.B.3).
 - a. Highmark Charter School takes steps to ensure that its students with disabilities have available to them the variety of educational programs and services available to students who are nondisabled in the area served by

the agency, including art, music, industrial arts, consumer and homemaking education, and vocational education.

VIII.C. USBE PROGRAM MONITORING (RULES VIII.D.2-3.)

1. Highmark Charter School is involved in the UPIPS monitoring system, as required under Part B of the IDEA, R277-709, and R277-114-3.
 - a. Highmark Charter School shall complete the required activities according to the timeline provided by the USBE staff.
2. Results of the monitoring process are publicly available, upon request.t.

VIII.D. PERSONNEL QUALIFICATIONS (34 CFR § 300.156; RULES VIII.K.3-5.)

1. Qualifications for special education teachers (34 CFR § 300.156; R277-301).
 - a. The USBE and IDEA established qualifications for each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school.
 - b. The qualifications established by USBE and IDEA ensure that each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school—
 - (1) Has obtained full State certification as a special education teacher (including certification obtained through an alternate route to certification as a special educator, if such alternate route meets minimum requirements described in 34 CFR 200.56(a)(2)(ii)), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher;
 - (2) Has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
 - (3) Holds at least a bachelor's degree.
 - c. A teacher will be considered to meet the standard of this section if that teacher is participating in an alternate route to special education certification program under which:
 - (1) The teacher:

Responsibilities of the Utah State Board of Education

- (a) Receives high-quality professional development that is sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction, before and while teaching;
 - (b) Participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or a teacher mentoring program;
 - (c) Assumes functions as a teacher only for a specified period of time not to exceed three years; and
 - (d) Demonstrates satisfactory progress toward full certification as prescribed by the State; and
- (2) The State ensures, through its certification and licensure process, that the provisions of this section are met.
- d. An adapted physical education endorsement, attached to a general or special education license, is requirement for educators to teach adapted physical education.
- 2. Related services personnel and paraeducators (R277-301, R277-306, and R277-324).
 - a. The qualifications include qualifications for related services personnel and paraeducators that:
 - (1) Are consistent with any State-approved or State-recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or related services; and
 - (2) Ensure that related services personnel who deliver services in their discipline or profession:
 - (a) Meet the requirements; and
 - (b) Have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
 - (3) Allow paraeducators and assistants who are appropriately trained and supervised, in accordance with State law, regulation, or written

policy, in meeting the requirements of this part, to be used to assist in the provision of special education and related services under Part B of the IDEA to students with disabilities.

- (4) Interpreters for the Deaf.
 - (a) Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for students who are deaf and hard of hearing.
- 3. Notwithstanding any other individual right of action that a parent, student who is an adult, or student may maintain under this part, nothing in this part shall be construed to create a right of action on behalf of an individual student or a class of students for the failure of the USBE or Highmark Charter School, or other public agency employee to be highly qualified, or to prevent a parent or adult student from filing a State complaint or due process complaint about staff qualifications with the State Director of Special Education.

VIII.E. REPORTING ON SUSPENSION AND EXPULSION RATES (34 CFR § 300.170; RULES VIII.M.)

- 1. Through daily uploads, Highmark Charter School shall report to the USBE staff, through the UTREx reporting system, on the rates of long-term suspensions and expulsions of students with disabilities and students who are nondisabled, including data disaggregated by race and ethnicity. The USBE staff shall examine these data to determine if significant discrepancies are occurring:
 - a. Between students who are nondisabled and students with disabilities within Highmark Charter School.
- 2. If discrepancies are occurring, the USBE staff shall review and, if appropriate, require revisions in both USBE and LEA policies, procedures, and practices to ensure compliance with Part B of the IDEA.
- 3. Policies, procedures, and practices to be reviewed and, if appropriate, revised, include:
 - a. The development and implementation of IEPs;
 - b. The use of positive behavior interventions and supports; and
 - c. Procedural safeguards.

VIII.F. PROHIBITION ON MANDATORY MEDICATION (34 CFR § 300.174; RULES VIII.X.)

1. The USBE prohibits State and Highmark Charter School personnel from requiring parents or student who is an adult to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act for a student as a condition of attending school, receiving an evaluation, or receiving services under Part B of the IDEA (21 USC § 812(c)).
2. Nothing in Rules VIII.X.1. shall be construed to create a Federal prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parent(s) or student who is an adult regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services related to child find.

IX. LEA ELIGIBILITY AND RESPONSIBILITIES

IX.A. LEA ELIGIBILITY FOR IDEA PART B FUNDS (34 CFR §§ 300.211–212, 220; RULES IX.A.)

1. Federal special education funding is made available through a grant to the state from the OSEP. These funds are restricted and may only be used to provide services and program for students who qualify under Part B of the IDEA. Funds are available for students who are 3–5 (section 619 Preschool) and for students age 3– 21 (section 611 School-Age). Some funds are retained at the state level for administration and for state level activities. The remaining funds are distributed to Utah Local Education Agencies (LEAs) by formula.
2. Annually, the USBE staff shall notify Highmark Charter School of the availability of Federal funds under Part B of the IDEA. In order to receive IDEA Part B flow-through funds, Highmark Charter School must have in effect a USBE-approved special education program (Rules X.B.2.), including policies and procedures that are consistent with the Rules.
3. Highmark Charter School must have a USBE-approved special education program (UCA 53F-2- 307). Highmark Charter School's program is approved by the state board when Highmark Charter School's special education policies and procedures are approved by the USBE special education staff and then by Highmark Charter School's local board in a public meeting. The LEA must submit documentation of the local board's approval to the USBE special education staff.
4. The USBE approval of Highmark Charter School's policies and procedures includes the approval of any supporting documentation necessary to ensure their implementation. All required minimum components of Rules IX.A.4.a-e are addressed in this policies and procedures manual.
5. As part of establishing eligibility for Part B funds, Highmark Charter School must have revised policies and procedures in alignment with the IDEA 2004 final regulations and current rules within one year of the final Board approval of the Rules.
6. Policies and procedures submitted by Highmark Charter School in accordance with this section, and approved by the USBE staff, remain in effect until any of the following occur (34 CFR § 300.220):

- a. Highmark Charter School submits modifications to the USBE staff that the USBE or LEA determines are necessary;
 - (1) The provisions of the Rules apply to any modifications in an LEA's policies and procedures in the same manner and to the same extent as the LEA's original policies and procedures.
 - b. The USBE staff gives Highmark Charter School notice of a new interpretation of the IDEA by Federal or State courts, or a change in Federal statute; or
 - c. There is an official finding of noncompliance with Federal or State law or regulations that requires a change in Highmark Charter School's policy and procedures.
7. Highmark Charter School must have on file with the USBE staff information to demonstrate that it will make available to parents of students with disabilities or student who is an adult and to the general public all documents relating to the eligibility of the LEA under Part B of the IDEA (34 CFR § 300.212).
 8. Highmark Charter School creates annual improvement goals based on the State Performance Plan (SPP) and Annual Performance Report (APR) Indicators to improve outcomes for students with disabilities (Rules IX.A.4.d(2)(s)).
 9. Highmark Charter School collects and provides additional information which the USBE may require in order to meet Federal reporting requirements, including suspension and expulsion rates, LRE environments, disproportionality data, personnel information, and others (Rules IX.A.4.e.).

IX.B. USE OF PART B FEDERAL FUNDS BY THE LEA (34 CFR §§ 300.200–206, 208; RULES IX.B.)

1. Highmark Charter School submits a plan that provides assurances to the USBE that Highmark Charter School meets each of the conditions in this section (34 CFR § 300.200).
2. Highmark Charter School, in providing for the education of students with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established in Rules (34 CFR § 300.201).

3. Use of amounts (34 CFR § 300.202).
 - a. Highmark Charter School must have on file with the USBE staff information to demonstrate that amounts provided to the LEA under Part B of the IDEA:
 - (1) Must be expended in accordance with the applicable provision of the Rules;
 - (2) Must be used only to pay the excess costs of providing special education and related services to students with disabilities consistent with the Rules; and
 - (3) Must be used to supplement State, local, and other Federal funds and not to supplant those funds.
4. The excess cost requirement prevents Highmark Charter School from using funds provided under Part B of the IDEA to pay for all the costs directly attributable to the education of a student with a disability.
5. Highmark Charter School meets the excess cost requirement if it has spent at least a minimum average amount for the education of its students with disabilities before funds under Part B of the IDEA are used.
6. Maintenance of effort (MOE) (34 CFR § 300.203).
 - a. Eligibility standard.
 - (1) For purposes of establishing Highmark Charter School's eligibility for an award for a fiscal year, the USBE must determine that Highmark Charter School budgets for the education of students with disabilities for at least the same amount, from at least one of the following sources, as the LEA spent for that purpose from the same source for the most recent fiscal year for which information is available:
 - (a) Local funds only;
 - (b) The combination of State and local funds;
 - (c) Local funds only on a per capita basis; or
 - (d) The combination of State and local funds on a per capita basis.

- (2) When determining the amount of funds that Highmark Charter School must budget to meet the requirement in the Rules IX.B.6.a.(1), Highmark Charter School may take into consideration, to the extent the information is available, the exceptions and adjustment provided in 34 CFR §§ 300.204 and 300.205 that Highmark Charter School:
 - (a) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which Highmark Charter School is budgeting; and
 - (b) Reasonably expects to take in the fiscal year for which Highmark Charter School is budgeting.
 - (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government or for which Highmark Charter School is required to account to the Federal government directly or through the USBE may not be considered in determining whether Highmark Charter School meets the standard in Rules IX.B.6.a.(1).
- b. Compliance standard.
- (1) Except as provided in 34 CFR §§ 300.204 and 300.205, funds provided to Highmark Charter School under Part B of the IDEA must not be used to reduce the level of expenditures for the education of students with disabilities made by Highmark Charter School from local funds below the level of those expenditures for the preceding fiscal year.
 - (2) Highmark Charter School meets this standard if it does not reduce the level of expenditures for the education of students with disabilities made by Highmark Charter School from at least one of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in 34 CFR §§ 300.204 and 300.205:
 - (a) Local funds only;
 - (b) The combination of State and local funds;
 - (c) Local funds only on a per capita basis; or
 - (d) The combination of State and local funds on a per capita basis.

- (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government or for which Highmark Charter School is required to account to the Federal government directly or through the USBE may not be considered in determining whether an LEA meets the standard of Rules IX.B.6.b.(1) and IX.B.6.b.(2).
- c. Subsequent years.
- (1) If, in the fiscal year beginning on July 1, 2013 or July 1, 2014, Highmark Charter School fails to meet the requirements of 34 CFR § 300.203 in effect at that time, the level of expenditures required of Highmark Charter School for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not Highmark Charter School's reduced level of expenditures.
 - (2) If, in any fiscal year beginning on or after July 1, 2015, Highmark Charter School fails to meet the requirement of Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) and Highmark Charter School is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Highmark Charter School for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) in the absence of that failure, not Highmark Charter School's reduced level of expenditures.
 - (3) If, in any fiscal year beginning on or after July 1, 2015, Highmark Charter School fails to meet the requirement of Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) and Highmark Charter School is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Highmark Charter School for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) in the absence of that failure, not Highmark Charter School's reduced level of expenditures.
- d. Consequence of failure to maintain effort.

- (1) If Highmark Charter School fails to maintain its level of expenditures for the education of students with disabilities in accordance with Rules IX.B.6.b, the USBE is liable in a recovery action under section 452 of the GEPA (20 USC § 1234a) to return to the Department, using non-Federal funds, an amount equal to the amount by which Highmark Charter School failed to maintain its level of expenditures in accordance with Rules IX.B.6.b. in that fiscal year, or the amount of Highmark Charter School's Part B subgrant in that fiscal year, whichever is lower.
 - (2) If the USBE is required to return funds to the Department because of Highmark Charter School's failure to meet the Maintenance of Effort requirement, the USBE shall reduce the amount provided to the Highmark Charter School's MSP Basic Program on a 1/12 basis.
7. Exception to maintenance of effort (34 CFR § 300.204).
 - a. Highmark Charter School may reduce the level of expenditures by Highmark Charter School under Part B of the IDEA below the level of those expenditures for the preceding fiscal year if the reduction is attributable to any of the following:
 - (1) The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
 - (2) A decrease in the enrollment of students with disabilities.
 - (3) The termination of the obligation of Highmark Charter School, consistent with this part, to provide a program of special education to a particular student with a disability that is an exceptionally costly program, as determined by the USBE staff, because the student:
 - (a) Has left the jurisdiction of Highmark Charter School;
 - (b) Has reached the age at which the obligation of Highmark Charter School to provide a FAPE to the student has terminated; or
 - (c) No longer needs the program of special education.
 - (4) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.

- (5) The assumption of cost by the high-cost fund (i.e., Intensive Services fund) operated by the USBE staff.
8. Adjustment to local fiscal efforts in certain fiscal years (34 CFR § 300.205).
- a. For any fiscal year for which the allocation received by Highmark Charter School under Part B of the IDEA exceeds the amount Highmark Charter School received for the previous fiscal year, Highmark Charter School may reduce the level of expenditures otherwise required by maintenance of efforts requirements by not more than 50 percent of the amount of that excess.
 - b. Use of amounts to carry out activities under ESEA/ESSA.
 - (1) If Highmark Charter School exercises the authority to reduce the level of expenditures due to an increase in Part B funds, Highmark Charter School must use an amount of local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the ESEA/ESSA, regardless of whether Highmark Charter School is using funds under the ESEA/ESSA for those activities.
 - c. The USBE staff must prohibit Highmark Charter School from reducing the level of expenditures for a fiscal year, if the USBE staff determines that:
 - (1) Highmark Charter School is unable to establish and maintain programs of FAPE that meet the requirements of Part B of the IDEA, or
 - (2) The USBE staff has taken action against Highmark Charter School under Section 616 of the IDEA and subpart F of the regulations (Monitoring, Technical Assistance, and Enforcement).
 - d. The amount of funds expended by Highmark Charter School for mandatory or voluntary Coordinated Early Intervening Services shall count toward the maximum amount of expenditures that Highmark Charter School may reduce under the requirements of this section.
9. If the USBE staff determines that Highmark Charter School is not meeting the requirements of Rules, the USBE staff may prohibit Highmark Charter School 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 State statute.

10. School-wide programs under Title I of the ESEA/ESSA (34 CFR § 300.206).
 - a. Highmark Charter School may use funds received under Part B of the IDEA for any fiscal year to carry out a school-wide program under section 1114 of the ESEA/ESSA, except that the amount used in any school-wide program may not exceed the amount received by Highmark Charter School under Part B of the IDEA for that fiscal year:
 - (1) Divided by the number of students with disabilities in the jurisdiction of the LEA; and
 - (2) Multiplied by the number of students with disabilities participating in the school-wide program.
 - b. The funds described in this section must be considered as Federal Part B funds for purposes of the calculations required for excess costs and supplanting.
 - c. The funds may be used without regard to the requirements of 34 CFR § 300.202(a)(1) of the IDEA.
 - d. All other requirements of Part B of the IDEA must be met by Highmark Charter School using Part B funds for school-wide programs under section 1114 of the ESEA/ESSA, including ensuring that students with disabilities in school-wide program schools:
 - (1) Receive services in accordance with a properly developed IEP; and
 - (2) Are afforded all of the rights and services guaranteed to students with disabilities under Part B of the IDEA.A.

IX.C. CHARTER SCHOOLS AND THEIR STUDENTS (34 CFR § 300.209; RULES IX.C.)

1. Students with disabilities ages 3 through 21 who attend public charter schools and their parent(s) or adult students retain all rights under Part B of the IDEA and the Rules.
2. If the public charter school is an LEA that receives funding under Part B or State special education funding, that charter school is responsible for ensuring

that all of the requirements of Part B of the IDEA and the Rules are met. Charter schools may not refer potential or enrolled students with disabilities back to their school district of residence due to a disability, child find, or need for special education and related services, including placements.

3. If the public charter school is not an LEA receiving funding under Part B or State special education funding, or a school that is part of an LEA receiving funding under Part B or State special education funding, the USBE is responsible for ensuring that the requirements of Part B and the Rules are met.
 - a. Nothing in the Rules prohibit school districts and charter schools from developing a Memorandum of Understanding (MOU) to address student specific needs and/or placements.

IX.D. COORDINATED EARLY INTERVENING SERVICES (CEIS) (34 CFR § 300.226; RULES IX.D.)

1. Highmark Charter School may not use more than 15 percent of the amount Highmark Charter School receives under Part B of the IDEA for any fiscal year, less any amount reduced by the LEA pursuant to maintenance of effort, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated early intervening services (CEIS), which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.
2. In implementing CEIS, Highmark Charter School may carry out activities that include:
 - a. Professional learning (which may be provided by entities other than LEAs) for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavior interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
 - b. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

3. CEIS may not be used to limit or create a right to FAPE under Part B of the IDEA or to delay appropriate evaluation of a student suspected of having a disability.
4. Highmark Charter School that develops and maintains coordinated early intervening services (either mandatory or voluntarily) under this section must annually report to the USBE staff on:
 - a. The number of students served under this section who received early intervening services; and
 - b. The number of students served under this section who received early intervening services and subsequently receive special education and related services under Part B of the IDEA during the preceding two-year period.
5. Funds made available to carry out this section may be used to carry out coordinated early intervening services aligned with activities funded by, and carried out under, the ESEA/ESSA if those funds are used to supplement, and not supplant, funds made available under the ESEA/ESSA for the activities and services assisted under this section.

IX.E. PERSONNEL DEVELOPMENT (34 CFR § 300.207; RULES IX.E.)

1. Highmark Charter School must ensure that all personnel necessary to carry out Part B of the IDEA are appropriately and adequately prepared, subject to the requirements related to personnel qualifications and section 2122 of the ESEA/ESSA, as well as 34 CFR § 300.156; R277-304, R277-306, R277-320, and R277-324.
2. Paraeducators, when used to carry out Part B of the IDEA, must be appropriately trained and supervised, and utilized in accordance with the USBE Paraeducator Standards.
 - a. Highmark Charter School shall provide documentation of training and supervision to USBE staff upon request.

IX.F. FUNDED PREVALENCE OF DISABLING CONDITIONS (UCA 53F-2-307; RULES IX.F.)

1. When calculating and applying the growth factor, a school district's total special education average daily membership (ADM) for a given year is limited to the

following percentage of the school district's total student ADM for the same year:

- a. For a school district in a county of the first, second, or third class, 14%; and
- b. For a school district in the county of the fourth, fifth, or sixth class, 20%..

IX.G. LEA PROVISION OF FAPE (34 CFR § 300.101; RULES IX.G.)

1. Highmark Charter School remains obligated to provide a student with a disability with a FAPE even when Highmark Charter School has not personally engaged with the student during the prior ten consecutive days and therefore may no longer count the student as an eligible student under pupil accounting (R277-419).
2. Highmark Charter School will oversee the caseload of each special educator (including psychologists, social workers, speech language pathologists, occupational therapists, physical therapists, adapted physical education specialists, and any other related servers) to ensure that a FAPE is available to all eligible students with disabilities.

IX.H. ROUTINE CHECKING OF HEARING AIDS AND EXTERNAL COMPONENTS OF SURGICALLY IMPLANTED MEDICAL DEVICES (34 CFR § 300.113; RULES IX.H.)

1. Hearing aids. Highmark Charter School must ensure that hearing aids worn in school by students with hearing loss, including deafness, are functioning properly.
2. External components of surgically implanted medical devices.
 - a. Subject to Rules IX.H.2.b, each public agency must ensure that the external components of surgically implanted medical devices are functioning properly.
 - b. For a student with a surgically implanted medical device who is receiving special education and related services, Highmark Charter School is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).

IX.I. EDUCATOR LICENSE REQUIREMENTS (R277-301, R277-304, R277-306, AND R277-320; RULES IX.I.)

1. Professionals providing services to students with disabilities must hold a Utah Professional Educator License or Endorsement in the area in which they provide services. This includes special education teachers, speech/language pathologists, school psychologists, school social workers, and other professionals. Physical and occupational therapists must hold appropriate Utah licensure. Highmark Charter School superintendent or charter school administration shall be responsible for the evaluation of the appropriateness of licenses and endorsements when assigning staff members. Highmark Charter School refers to the USBE Teaching, Leadership, and Paraeducator Standards.
2. "License areas of concentration" or "license area" means a designation on a license of the specific educational setting or role for which the individual is qualified, to include the following:
 - a. Early Childhood;
 - b. Elementary;
 - c. Secondary;
 - d. School Leadership
 - e. Career and Technical Education or "CTE";
 - f. School Counselor;
 - g. School Psychologist;
 - h. Special Education;
 - i. Preschool Special Education;
 - j. Deaf Education;
 - k. Speech-Language Pathologist;
 - l. Speech-Language Technician;
 - m. School Social Worker; and
 - n. Audiologist. (R277-301-2.7(a)).

3. Individuals providing psychological evaluation services for students with disabilities must hold a Utah education license for school psychologists or State licensure and meet the assessment publisher's criteria for administration.
4. An adapted physical education endorsement is required for special educators and general educators to teach adapted physical education.

IX.J. PURCHASE OF INSTRUCTIONAL MATERIAL IN ACCESSIBLE FORMATS (34 CFR § 300.210; RULES IX.J.)

1. An LEA that chooses to coordinate with the NIMAC, when purchasing print instructional materials, must acquire those instructional materials in the same manner, and subject to the same conditions as the USBE under Rules VIII.W.
2. If Highmark Charter School chooses not to coordinate with the NIMAC, Highmark Charter School must provide an assurance to the USBE that Highmark Charter School will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
3. Nothing in this section relieves Highmark Charter School of its responsibility to ensure that students with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.
4. For all purposes of this section, the USBE defines timely manner as follows: the USBE and LEAs must take reasonable steps to provide instructional materials in accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

X. SPECIAL EDUCATION FUNDING

1. The USBE has a responsibility under both Federal and State law to monitor implementation of the IDEA by LEAs through a system of general supervision that improves educational results and functional outcomes and ensures that public agencies meet program requirements. The special education program that is funded both from federal and state funds and it is critical to understand the similarities and differences of these funding sources.
2. *Federal special education funds* means funds paid to the State under IDEA Part B for the purposes of special education.
3. *State special education funds* means state funds appropriated to public education for the purposes of special education.
4. Federal special education funds are calculated, allocated, and classified differently than state special education funds. The Rules outline the regulations, restrictions, and allowable costs and activities applicable to each funding source; some requirements are the same for both funding sources and some provisions apply only to one or the other.

X.A. STATE SPECIAL EDUCATION FUNDS GENERALLY (UCA 53F-2-307; RULES X.A.1-2.)

1. State special education funds may be spent only for direct costs and construction or altering existing facilities, as outlined in the Rules.
 - a. Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with 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.
 - b. Constructing facilities or altering existing facilities if:
 - (1) The costs are necessary costs and reasonable costs;
 - (2) The costs are not for the general purpose of bringing facilities into compliance with:
 - (a) Section 504 of the Rehabilitation Act of 1973; or

- (b) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.;
- (3) The construction or alteration meets the needs of one or more students with disabilities; and
- (4) Highmark Charter School submits an application for review by the state board;
- (5) The state board approves the expenditure in accordance with rules, including requirements that:
 - (a) Highmark Charter School has not been identified with significant disproportionality;
 - (b) Highmark Charter School has no outstanding uncorrected findings of non-compliance;
 - (c) Highmark Charter School has no dispute resolution findings related to FAPE in the past year;
 - (d) Highmark Charter School has been determined to “meet requirements” based on the USBE’s programmatic Results Driven Accountability/Annual Performance Report (RDA/APR); and
 - (e) No other evidence, e.g., from school accreditation, fiscal audits, etc., indicators that Highmark Charter School is not adequately providing FAPE.
- 2. State special education funds are appropriated to the MSP and provide restricted (categorical) monies that must be spent for the education of students with disabilities.

X.B. ALLOCATION OF STATE SPECIAL EDUCATION FUNDS FOR PROGRAMS FOR STUDENTS WITH DISABILITIES (UCA 53F-2-307; R277-479; RULES X.B.3.)

- 1. Highmark Charter School must be current with the UPIPS monitoring requirements, including correction of noncompliance within one year of notification, annual Corrective Action Plan (CAP) and PIP reports, and desk audit submissions to be eligible for State special education funds.

X.C. SPECIAL EDUCATION ADD-ON ALLOWABLE USE (FUND1205) (UCA 53F-2-307(1); RULES X.C.)

1. Highmark Charter School must use funds in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.

X.D. SPECIAL EDUCATION SELF-CONTAINED ALLOWABLE USE (FUND 1210) (UCA 53F-2-307, -308(3); RULES X.E.)

1. *Self-contained* means a student in public-school with an IEP or a youth in custody/care (YIC) who receives 180 minutes or more of special education or YIC services during a typical school day per R277-419-2(35).
2. Highmark Charter School must use Special Education Self-Contained funds only for direct costs attributable to the cost of the special education of students with disabilities whose placement is a special class or self-contained environment.

X.E. STATE SPECIAL EDUCATION IMPACT AID ALLOWABLE USE (FUND 1225) (UCA 53F-2-307(1); RULES X.I.)

1. Must be used for direct costs attributable to the cost of administering the special education program as follows:
 - a. Costs for students in state custody (prisons, detention facilities, and the state hospital)
 - b. Additional costs attributable for services to students with low-incidence disabilities
2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.

X.F. STATE SPECIAL EDUCATION EXTENDED SCHOOL YEAR (ESY) ALLOWABLE USE (FUND 1220) (UCA 53F-2-308(2); RULES X.K.)

1. Must be used for direct costs attributable to the cost of ESY provided to students with disabilities, determined by the student's IEP team to require ESY in order to receive a FAPE and in accordance with R277-751.

2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities in accordance with R277-751.51.

X.G. STATE EXTENDED SCHOOL YEAR STIPEND FOR SPECIAL EDUCATORS (EYSE) ALLOWABLE USE (FUND 1278) (UCA 53F-2-310; RULES X.M.)

1. Must be used for salaries and allowable benefits of Special Education Teachers, or Speech Language Pathologists who provide eligible services under R277-525- 2.
2. A special educator receiving a stipend shall: (a) work an additional day beyond the number of days contracted with the special educator's school district or school for each daily stipend; (b) schedule the additional days of work before or after the school year; and (c) use the additional days of work to perform duties related to the IEP process, including: administering student assessments, conducting IEP meetings, writing IEP's, conferring with parent(s) or student who is an adult, and preparing and maintaining records.

X.H. STATE SPECIAL EDUCATION INTENSIVE SERVICES ALLOWABLE USE (FUND1230) (UCA 53F-2-309(1); RULES X.O.)

1. Must be used for direct costs attributable to the cost of implementing IEPs for students with disabilities.
2. Cost of services to a student with a disability must be in excess of three times the annual average per pupil expenditure (APPE) as calculated by USBE Financial Operations.
3. Costs must meet the eligibility requirements outlined in R277-752.

X.I. STATE SPECIAL EDUCATION FUNDS ALLOWABLE USE (UCA 53F-2-307; RULES X.P.)

1. State special education funds may be spent only for direct costs and construction or altering existing facilities as outlined in Rules X.A. and X.B., Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with 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 (Rules X.A.1.).

2. The costs of providing for specially designed instruction, 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 are allowable.
3. The costs of providing inclusive special education preschool services are an allowable excess cost.
4. The costs of including peer models in IEP services that require a peer model are allowable.
5. The costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
6. Highmark Charter School follows the allowable use of state special education funds as listed in Rules X.P.6.

X.J. ALLOWABLE COSTS FOR FEDERAL (IDEA) SPECIAL EDUCATION FUNDS (RULES X.R.1., 4-8.)

1. Funds paid to the State under IDEA Part B for the purposes of special education ("Federal special education funds") are calculated, allocated, and classified according to 34 CFR §300.705.
2. Highmark Charter School will use Federal special education funds for the costs of providing for specially designed instruction, 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 are allowable.
3. Highmark Charter School will use Federal special education funds for the costs of including peer models in IEP services that require a peer model are allowable.
4. Highmark Charter School will use Federal special education funds for the costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
5. Highmark Charter School follows the allowable use of Federal special education funds, as listed in Rules X.R.8.

SPECIAL EDUCATION SERVICES AGREEMENT

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the “**Agreement**”) is entered into with an effective date of _____, 2023 (the “**Effective Date**”) by and between **HighMark Charter School**, a Utah nonprofit corporation (the “**School**”), and **Academica West, LLC**, a Utah limited liability company (“**Academica West**”).

RECITALS

- A.** The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school.
- B.** The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.
- C.** Academica West has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.
- D.** The School believes that contracting with Academica West for special education services will allow the School’s administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.
- E.** The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide certain special education services to the School as set forth herein.

AGREEMENT

- 1. **Services to be Performed by Academica West.** Academica West will perform certain services related to the School’s special education program (the “**Services**”) as requested by the School. The Services and applicable limitations are identified in **Exhibit A** attached to this Agreement.
- 2. **Compensation.** As compensation for the Services, the School will pay Academica West a fee in the amount of Seventeen Thousand Dollars (\$17,000) (the “**Fee**”). Academica West will invoice the School for the Fee upon the execution of this Agreement, and the School will pay Academica West by check within thirty (30) days of the date of the invoice. No portion of the fee is refundable except as provided in Section 5, below.
- 3. **Independent Contractor Status.** The relationship between Academica West and the School shall be that of independent contractor and contractee. Academica West shall not be considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement.

Academica West shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

4. **Term and Termination.** This Agreement shall run for a term of one (1) year from the Effective Date. However, either party may terminate this Agreement at any time by giving sixty (60) days written notice of termination to the other party.

5. **Effect of Termination on Compensation.** In the event of termination of this Agreement, Academica West shall be entitled to retain the pro rata portion of the Fee through the date of termination and will refund to the School the remaining pro rata portion of the Fee within thirty (30) days of the termination date.

6. **Data Confidentiality.** The terms of the attached Data Confidentiality Addendum shall be considered part of this Agreement.

7. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and its affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from the acts or omissions of the indemnifying party or its employees, agents or contractors in connection with the provision of special education services.

8. **Miscellaneous.**

(a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

(b) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

(c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

(d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.

(f) This Agreement is not intended to create any rights for any third-party beneficiary.

(g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.

(h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica West, LLC
290 N. Flint St., Suite A
Kaysville, UT 84037

HighMark Charter School
2467 E. South Weber Dr.
South Weber, UT 84405

(i) The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and will not be considered in the interpretation of this Agreement or any provision hereof.

(j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.

(k) Each of the persons executing this Agreement has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

HighMark Charter School,
a Utah nonprofit corporation

Name: _____
Title: _____

ACADEMICA WEST, LLC,
a Utah limited liability company

Matthew Mouritsen, President

EXHIBIT A

Description of the Services

Teacher Development Program: The Teacher Development Program is a pay per participant service. The School will enroll four (4) individuals at \$3,000 per participant. Classes run from August to June. The Program will include 9-2 hour classes (18 hours) and 1 hour of 1:1 mentoring each month (9 hours).

In addition, over the term of the Agreement, Academica West will provide the School with up to 20 hours of service in the following categories as requested by the School:

Student Growth

Student Observations: The Education Specialist will conduct academic or behavioral student observations.

High Conflict Individual Education Programs: The Education Specialist will review the Individual Education Program and attend the meeting when a conflict arises.

Progress Monitoring: The Education Specialist will set up systems of support to develop a program for progress monitoring.

Required Timelines: The Education Specialist will set up systems of support to develop a database on due dates for Individual Education Programs and Initial Evaluations and and Re-evaluations.

Teacher Development

Teacher Mentoring: The Education Specialist will mentor special education teachers in need of support. This can include development of Individual Education Programs, Initial and Re-evaluations. The Education Specialist can act as Teacher of Record as needed.

Professional Development: The Education Specialist will develop and provide professional development to whole school or special education departments. Schools are required to provide advance notice to give the specialist preparation time.

Paraprofessional Training: The Education Specialist will mentor paraprofessionals in need of support. This can include goal setting, observations of paraprofessionals, goal setting, behavior training and other services as requested.

Compliance

State and Federal Reporting: The Education Specialist will complete required state and federal reporting including: Extended Year for Special Educators, personnel report, and other reports as assigned.

Grant Writing: The Education Specialist will complete grant applications, grant monitoring and follow-up reports.

Indicator Visit Support: The Education Specialist will provide support for indicator visits including review of files being audited, support during the visit and assist in completion of corrections.

Full Monitoring Visit Support: The Education Specialist will provide support for monitoring visits including pre-visit support, support during the visit and assist in completion of corrections.

Program Improvement Plan: The Education Specialist will complete the draft, final Program Improvement Plan and submit it to UPIPS with the support of the Special Education Director.

Policies and Procedures Manual: The Education Specialist will complete the policies and procedures manual as directed by the Utah State Board of Education, including support for presentation to the state and local board.

Internal Monitoring: The Education Specialist will conduct internal monitoring, including training special education teachers on UPIPS.

Appeals for Results Driven Accountability: The Education Specialist will complete appeals for Results Driven Accountability, with the assistance of the special education director.

Special Education Director: Duties as assigned and agreed upon with School Director and Special Education Director.

DATA CONFIDENTIALITY ADDENDUM

Recitals

1. The School and Academica West are parties to a Special Education Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Academica West to the School (the “**AW Services**”).

2. Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third- party providers such as Academica West.

3. The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53E-9-309 and other applicable legal requirements.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School.

(a) “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:

- (i) a student’s first and last name;
- (ii) the first and last name of a student’s family member;
- (iii) a student’s or a student’s family’s home or physical address;
- (iv) a student’s email address or other online contact information;
- (v) a student’s telephone number;
- (vi) a student’s social security number;
- (vii) a student’s biometric identifier;
- (viii) a student’s health or disability data;
- (ix) a student’s education entity student identification number;
- (x) a student’s social media user name and password or alias;

(b) if associated with personally identifiable student data, the student's persistent identifier, including:

- (i) a customer number held in a cookie; or
- (ii) a processor serial number;
- (iii) a combination of a student's last name or photograph with other information that together permits a person to contact the student online;
- (iv) information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and
- (v) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. Academica West acknowledges that all student data of the School is the School's and/or students' property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.

3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.

4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.

5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.

6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement

requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.

7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.

ISSUED TO

HighMark Charter School
 2467 E South Weber Dr
 South Weber UT 84405

DATE

8/10/2023

EXPIRATION DATE

9/9/2023

PROJECT DESCRIPTION

GYM AV Upgrade

PROJECT MANAGER

Shrock, Steven M
 steven.shrock@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
-------------	-----	------------	-----------

*** Scope of Work ***

Option 1 Upgrade

- Clean projector screen
- New microphones and antennas to provide high quality and increase signal strength and range.
- Atlona control system that will control audio levels, video routing, projector screen, and projector.
- HDMI input plate in gym and in AV rack
- 3.5mm audio connection in AV rack and in gym
- AV rack cleanup and cable labeling.

Option 2 Upgrade

- Clean projector screen
- Atlona control system that will control video routing, projector screen, and projector.
- HDMI input plate in gym an in AV rack
- 3.5mm audio connection in AV rack and in gym
- AV rack cleanup and cable labeling.

Option 3 Upgrade

- Clean projector screen
- New HDMI input plate with higher quality video and connection strength.
- 3.5mm audio connection in AV rack and in gym
- AV rack cleanup and cable labeling.

Upgrade Option 1	1	18,426.00	18,426.00
------------------	---	-----------	-----------

- (Qty. 4) Atlona RS-232 controller
- (Qty. 1) Atlona Touch Panel Gateway combo
- (Qty. 1) Atlona HDMI TX plate
- (Qty. 1) Atlona HDMI RX
- (Qty. 1) Atlona Video Router
- (Qty. 1) Netgear 8 Port POE Switch
- (Qty. 1) Shure Microphones
- (Qty. 2) Shure Antennas
- (Qty. 1) HDMi Input Plate
- (Qty. 2) Audio Input Plate
- (Qty. 1) Audio DSP
- (Qty. 1) Misc. Supplies
- Labor to clean the screen
- Design Buildout
- Programming
- Labor

ISSUED TO

HighMark Charter School
2467 E South Weber Dr
South Weber UT 84405

DATE

8/10/2023

EXPIRATION DATE

9/9/2023

PROJECT DESCRIPTION

GYM AV Upgrade

PROJECT MANAGER

Shrock, Steven M
steven.shrock@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Upgrade Option 2	1	10,813.00	10,813.00
<ul style="list-style-type: none">- (Qty. 3) Atlona RS-232 controller- (Qty. 1) Atlona Touch Panel Gateway combo- (Qty. 1) Atlona HDMI TX plate- (Qty. 1) Atlona HDMI RX- (Qty. 1) Atlona Video Router- (Qty. 1) Netgear 8 Port POE Switch- (Qty. 1) HDMi Input Plate- (Qty. 2) Audio Input Plate- (Qty. 1) Misc. Supplies- Labor to clean the screen- Design Buildout- Programming- Labor			
Upgrade Option 3	1	5,007.00	5,007.00
<ul style="list-style-type: none">- (Qty. 1) Atlona HDMI extender kit- (Qty. 2) Audio Input Plate- (Qty. 1) Misc. Supplies- Labor to clean the screen- Design Buildout- Labor			

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

Signature: _____

Date: _____

SUBTOTAL	34,246.00
SALES TAX	0.00
QUOTE TOTAL	34,246.00

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.



Bullying and Hazing Policy

The school's Bullying and Hazing Policy explains that the school must notify a student's parent or guardian if the student threatens to commit suicide or is involved in an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation. HB 481 from the 2023 legislative session imposed another parent notification requirement on schools in these situations – that is, providing the student's parent or guardian with (1) suicide prevention materials and information (which materials will be recommended by the USBE) and (2) information on ways to limit a student's access to fatal means (e.g., firearms and medication). In addition, R277-613 was recently amended to require schools to also provide the student's parent or guardian with information and resources on the healthy use of social media. The proposed revisions to the school's Bullying and Hazing Policy include these new requirements.

Fee Waiver Policy

The USBE amended its rule on school fees and fee waivers in early July 2023, and some of the changes necessitate revisions to the school's Fee Waiver Policy. Revisions to the school's Fee Waiver Policy include some minor changes to definitions; removal of the provision allowing fees to be charged for supplemental kindergarten (supplemental kindergarten is now funded through the WPU); changes to how the policy, fee schedule, and fee waiver documents will be distributed by the school (policy and fee schedule will continue to be distributed through registration (and posted on the school's website) and the school's other fee waiver documents will be posted to the school's website); added SNAP funding to the list of fee waiver eligibility criteria; and changes to what fee/fee waiver documentation and information the school must gather on an annual basis in case such information is requested by the USBE.



Purpose

The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving HighMark Charter School (the "School") students and employees. The School's Board of Directors (the "Board") has determined that a safe, civil environment in School is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student's ability to learn and the School's ability to educate its students in a safe environment.

Policy

Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and employees are against federal, state, and local policy and are not tolerated by the School. The School is committed to providing all students with a safe and civil environment in which all members of the School community are treated with dignity and respect. To that end, the School has in place policies, procedures, and practices that are designed to reduce and eliminate this conduct – including, but not limited to, civil rights violations – as well as processes and procedures to deal with such incidents. Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and/or employees by students and/or employees will not be tolerated in the School. Likewise, abusive conduct by students or parents or guardians against School employees is prohibited by the School and will not be tolerated in the School.

In order to promote a safe, civil learning environment, the School prohibits all forms of bullying of students and School employees (a) on School property, (b) at a School-related or sponsored event, or (c) while the student or School employee is traveling to or from School property or a School-related or sponsored event.

The School prohibits all forms of bullying, cyber-bullying, hazing, abusive conduct of or retaliation against students and School employees at any time and any location.

Students and School employees are prohibited from retaliating against any student, School employee or an investigator for, or witness of, an alleged incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation.

Students and School employees are prohibited from making false allegations of bullying, cyber-bullying, hazing, abusive conduct, or retaliation against a student or School employees.

In addition, School employees, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing, bullying, cyber-bullying, or abusive conduct and shall not plan, direct, encourage, assist, engage or participate in any activity that involves hazing, bullying, cyber-bullying, or abusive conduct.

Any bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to OCR compliance regulations.

Definitions

Abusive Conduct – For purposes of this policy, “abusive conduct” means verbal, nonverbal, or physical conduct of a parent or guardian or student directed toward a School employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act does not constitute abusive conduct.

Bullying – For purposes of this policy, “bullying” means a School employee or student intentionally committing a written, verbal, or physical act against a School employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:

- (1) causing physical or emotional harm to the School employee or student;
- (2) causing damage to the School employee's or student's property;
- (3) placing the School employee or student in reasonable fear of:
 - (a) harm to the School employee's or student's physical or emotional well-being; or
 - (b) damage to the School employee's or student's property;
- (4) creating a hostile, threatening, humiliating, or abusive educational environment due to:
 - (a) the pervasiveness, persistence, or severity of the actions; or
 - (b) a power differential between the bully and the target; or
- (5) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

This conduct constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct. In addition, bullying is commonly understood as aggressive behavior that is intended to cause distress and harm; exists in a relationship in which there is an imbalance of power and strength; and is repeated over time.

Civil Rights Violations – For purposes of this policy, “civil rights violations” means bullying, cyber-bullying, harassment, abusive conduct, or hazing that is targeted at a federally protected class.

Cyber-bullying – For purposes of this policy, “cyber-bullying” means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

Federally protected class – For purposes of this policy, “federally protected class” means any group protected from discrimination under federal law, such as:

- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.
- (2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex.

- (3) Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability.
- (4) Other areas included under these acts which include religion, gender, and sexual orientation.

Hazing – For purposes of this policy, "hazing" means a School employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a School employee or student that:

- (1) (a) endangers the mental or physical health or safety of a School employee or student;
(b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
(c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or
(d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation; and
- (2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or
(ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.
- (3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

Retaliate or Retaliation – For purposes of this policy, "retaliate or retaliation" means an act or communication intended:

- (1) as retribution against a person for reporting bullying or hazing; or
- (2) to improperly influence the investigation of, or the response to, a report of bullying or hazing.

School Employee – For purposes of this policy, "School employee" means an individual working in the individual's official capacity as:

- (1) a School teacher;
- (2) a School staff member;
- (3) a School administrator; or
- (4) an individual:
 - (a) who is employed, directly or indirectly, by the School; and
 - (b) who works on the School's campus(es).

Volunteer – For purposes of this policy, “volunteer” means a non-employee with significant, unsupervised access to students in connection with a School assignment.

Reporting and Investigation

Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, must promptly report such incidents to any School personnel orally or in writing. School personnel who receive reports of such incidents must report them to the Principal.

School employees who have been subjected to or witnessed hazing, bullying, cyber-bullying, abusive conduct, or retaliation must report such incidents to the School’s Principal orally or in writing.

Each report of prohibited conduct shall include:

- (1) the name of complaining party;
- (2) the name of victim of prohibited conduct (if different than complaining party);
- (3) the name of perpetrator (if known);
- (4) the date and location of incident(s); and
- (5) a statement describing the incident(s), including names of witnesses (if known).

In connection with a report of prohibited conduct, students and School employees may request that their identity be kept anonymous, and reasonable steps shall be taken by the Principal and others involved in the reporting and investigation to maintain the anonymity of such individuals, if possible. School employees must take strong responsive action to prevent retaliation, including assisting students who are victims of prohibited conduct and his or her parents or guardians in reporting subsequent problems and new incidents.

The Principal or his/her designee shall promptly make a reasonably thorough investigation of all complaints of prohibited conduct, including, to the extent possible, anonymous reports, and shall, in accordance with the Consequences of Prohibited Behavior section below, administer appropriate discipline to all individuals who violate this policy. Formal disciplinary action is prohibited based solely on an anonymous report.

The Principal may report to OCR all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that he/she reasonably determines may be violations of a student’s or employee’s civil rights.

It is the School’s policy, in compliance with state and federal law, that students have a limited expectation of privacy on the School’s computer equipment and network system, and routine monitoring or maintenance may lead to discovery that a user has violated School policy or law. Also, individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violation of this policy will be confiscated for investigation and may be turned over to law enforcement.

Parental Notification

The Principal or his/her designee will timely notify a student's parent or guardian (1) if the student threatens to commit suicide or (2) of any incidence of bullying, cyber-bullying, hazing, abusive conduct, or retaliation involving the student (including if the student is involved as the alleged perpetrator or victim). The Principal or his/her designee will attempt to contact the parent or guardian by telephone to provide this notification and to discuss the matter. If the parent or guardian is not available by telephone, the Principal or his/her designee will provide the parent or guardian the required notification by email.

The Principal or his/her designee will produce and maintain a record that verifies that the parent or guardian was notified. If an in-person meeting takes place, the Principal or his/her designee may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the Principal or his/her designee may document on the record such details as the date and time of the telephone call, who was spoken to, and brief notes regarding the notification that was provided and the content of the conversation. If an email is sent, the Principal or his/her designee will retain a copy of the email. The School will retain the record as long as the student is enrolled at the School and destroy the record after that time. The School will maintain the confidentiality of the record in accordance with Utah Code § 53G-9-604.

In addition to notifying the parent or guardian as set forth above, the Principal or his/her designee will provide the parent or guardian with the following:

(1) suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);

(2) information on ways to limit a student's access to fatal means, including firearms or medication; and

(3) information and resources on the healthy use of social media and online practices.

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Arial, 11 pt

Formatted: Indent: Left: 0.25", Hanging: 0.25"

Action Plan to Address Reported Incidents of Bullying, Cyber-Bullying, Hazing, Retaliation, and Abusive Conduct

The School will investigate all allegations of incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct in accordance with this policy and applicable law. The Principal or his/her designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The Principal will be the point person with training and expertise to assist, direct, and supervise training of other employees in the responsibilities set forth in this paragraph.

The School will investigate all allegations of these incidents by interviewing

- (1) the alleged victim;
- (2) the individual who is alleged to have engaged in the prohibited conduct;
- (3) the parents or guardians of the alleged victim and the individual who is alleged to have engaged in prohibited conduct;
- (4) any witnesses;

(5) School staff familiar with the alleged victim;

(6) School staff familiar with the individual who is alleged to have engaged in prohibited conduct; or

(7) Other individuals who may provide additional information.

The individual who investigates an allegation of an incident will inform an individual being interviewed that (1) to the extent allowed by law, the individual is required to keep all details of the interview confidential; and (2) further reports of bullying will become part of the review. However, the confidentiality requirement described in this paragraph does not apply to conversations with law enforcement, requests for information pursuant to a warrant or subpoena, a state or federal reporting requirement, or other reporting required by R277-613.

In conducting this investigation, the School may (1) review disciplinary reports of involved students; and (2) review physical evidence, including video or audio, notes, email, text messages, social media, or graffiti.

The School will report incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct to law enforcement when the administrator reasonably determines that the alleged incident may have violated criminal law.

Following the investigation of a confirmed allegation of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School may, if the administrator determines it is appropriate, take positive restorative justice practice action and support involved students through trauma-informed practices. However, an alleged targeted individual is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in prohibited conduct. If the School would like any student to participate in a restorative justice practice, the School will notify the student's parent or guardian of the restorative justice practice and obtain consent from the student's parent or guardian before including the student in the process.

The School shall follow up with the parents or guardians of all parties to:

- (1) inform parents or guardians when an investigation is concluded;
- (2) inform parents or guardians what safety measures will be in place for their child, as determined by the investigation;
- (3) provide additional information about the investigation or the resolution consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g; and
- (4) inform parents or guardians of the School's Parent Grievance Policy if the parents or guardians disagree with the resolution of the investigation.

Consequences of Prohibited Behavior

If, after an investigation, a student is found to be in violation of this policy by participating in or encouraging conduct prohibited by this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion, pursuant to Utah Code § 53G-8-205 and School policy, removal from participation in School activities, and/or discipline in accordance with regulations of the U.S. Department of Education Office for Civil Rights (OCR).

If, after an investigation, a School employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination, reassignment or other appropriate action.

School officials have the authority to discipline students for off-campus or online speech that causes or threatens a substantial disruption to School operations, including violent altercations or a significant interference with a student's educational performance and involvement in School activities.

Grievance Process for School Employees

As explained above, a School employee who has experienced abusive conduct must report the incident to the Principal orally or in writing. If the School employee is not satisfied with the Principal's or designee's investigation of the abusive conduct and/or the resulting disciplinary action (or recommended disciplinary action) against the perpetrator, the School employee may address/raise the issue in accordance with the School's Staff Grievance Policy.

Additional Provisions

The Principal will ensure compliance with OCR regulations when civil rights violations are reported, as follows:

- (1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.
- (2) If it is determined that the bullying, cyber-bullying, or hazing did occur as a result of the student-victim's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
 - (a) end the bullying, cyber-bullying, or hazing
 - (b) eliminate any hostile environment, and
 - (c) prevent its recurrence.
- (3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

The Principal will take reasonable steps to ensure that any victim of prohibited conduct will be protected from further hazing, bullying, cyber-bullying, abusive conduct, and retaliation and that any student or School employee who reports such incidents will be protected from retaliation.

If the Principal believes that any victim or perpetrator of conduct prohibited by this policy would benefit from counseling, the Principal may refer such individuals for counseling.

If the Principal believes that it would be in the best interests of the individuals involved, the Principal may involve the parents or guardians of a perpetrator or victim of hazing, bullying, cyber-bullying, or retaliation in the process of responding to and resolving conduct prohibited by this policy.

Incidents of bullying, cyber-bullying, hazing, and retaliation will be reported in the School's student information system as required.

Student Assessment

The Principal or his/her designee will solicit student assessments of the prevalence of bullying, cyber-bullying, and hazing in the School, specifically locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, and lunch areas.

Training

The Principal will ensure that School students, employees, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive conduct from individuals qualified to provide such training. The training shall meet the standards established by the Utah State Board of Education's rules and include information on:

- (1) bullying, cyber-bullying, hazing, abusive conduct, and retaliation;
- (2) discrimination under the following federal laws:
 - (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972;
 - (c) Section 504 of the Rehabilitation Act of 1973; and
 - (d) Title II of the Americans with Disabilities Act of 1990;
- (3) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;
- (4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; and
- (5) the right of free speech and how it differs for students, employees, and parents or guardians.

The training will also complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with Section 53G-9-704(1), and also include information on when issues relating to R277-613 may lead to student or employee discipline.

The training shall be offered to:

- (1) new school employees, coaches, and volunteers within the first year of employment or service;
- (2) all School employees, coaches, and volunteers at least once every three years after the initial training; and
- (3) all students (regardless of whether they are involved in athletics or extracurricular activities or clubs) at a frequency determined by the Principal.

In addition to the training requirements described above, any student, employee, or volunteer coach participating in a School sponsored athletic program, both curricular and extracurricular, or extracurricular club or activity, shall, prior to participating in the athletic program or activity, participate in bullying, cyber-bullying, hazing, retaliation, and abusive conduct prevention

training. This training shall be offered to new participants on an annual basis and to all participants at least once every three years. The School will inform student athletes and extracurricular club members of prohibited activities under R277-613 and potential consequences for violation of the law and the rule.

The School will maintain training participant lists or signatures and provide them to the Utah State Board of Education upon request.

Distribution of Policy and Signed Acknowledgement

The Principal will inform students, parents or guardians, School employees, and volunteers that hazing, bullying, cyber-bullying, abusive conduct, and retaliation are prohibited by distributing a copy of this policy to such individuals annually. A copy of this policy will also be posted on the School's website and included in any student conduct or employee handbooks issued by the School.

On an annual basis, School employees, students who are at least eight years old, and parents or guardians of students shall sign a statement indicating that they have received this policy.

HighMark Charter School
Policy: Fee Waiver Policy
Approved: [August 21, 2023](#)

Deleted: March 13, 2023

Purpose

HighMark Charter School (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Directors (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in [School-sponsored activities](#).

Deleted: s

Policy

Under the direction of the Board, the School's Director (the "Director") is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

Definitions

"Co-curricular activity" means an activity, course, or program that:

- (a) is an extension of a curricular activity;
- (b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
- (c) is conducted outside of regular School hours;
- (d) is provided, sponsored, or supported by the School;
- (e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

- (a) intended to deliver instruction;
- (b) provided, sponsored, or supported by the School; and
- (c) conducted only during School hours.

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:
 - (i) not directly related to delivering instruction;
 - (ii) not a curricular activity or co-curricular activity; and
 - (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided,

Deleted: 03.13.2023

Board Approved: [08.21.2023](#)

sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment"

- (a) means an activity-related, course-related, or program-related tool or instrument that:
 - (i) is required for a student to use as part of an activity, course, or program in a secondary school;
 - (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
 - (iii) is subject to a fee waiver;
- (b) includes:
 - (i) shears or styling tools;
 - (ii) a band instrument;
 - (iii) a camera;
 - (iv) a stethoscope; or
 - (v) sports equipment, including a bat, mitt, or tennis racket.
- (c) does not include school equipment.

Deleted: raquet

"Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

- (a) prescriptive footwear;
- (b) brushes or other art supplies, including clay, pain, or art canvas;
- (c) wood for wood shop;
- (d) Legos for Lego robotics;
- (e) film; or
- (f) filament used for 3D printing.

"Maintenance of School equipment" means a cost, payment, or expenditure related to storing, repairing, or keeping School equipment in good working condition. It does not include the cost related to end-of-life replacement.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: 14 pt

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
 - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
 - (ii) a charge for college credit related to the successful completion of:
 - (A) a concurrent enrollment class; or
 - (B) an advanced placement examination; or
 - (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;

Deleted: 03.13.2023

Board Approved: 08.21.2023

(b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or

(c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:

- (i) a school uniform as provided in Utah Code § 53G-7-801;
- (ii) a school lunch; or
- (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

(a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:

- (i) is authorized by the School; or
- (ii) satisfies at least one of the following conditions:
 - (A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
 - (B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
 - (C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.

(b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee waiver"

- (a) means an alternative to fee payment or waiver of fee payment; and
- (b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- (a) fully participate in school or in a School activity, class, or program;
- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
 - (i) peer pressure, shaming, stigmatizing, bullying, or the like; or
 - (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

Deleted: 03.13.2023

Board Approved: 08.21.2023

"School equipment" means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer. "School equipment" includes a saw or 3D printer.

"Something of monetary value"

(a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and

(b) includes:

(i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;

(ii) payments made to a third party that provide a part of a School activity, class, or program;

(iii) classroom textbooks, supplies or materials;

(iv) charges or expenditures for school activity clothing; and

(v) a fine, except for a student fine specifically approved the School for:

(A) failing to return School property;

(B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or

(C) improper use of School property, including a parking violation.

(c) does not include a payment or charge for damages, which may reasonably be attributed to normal wear and tear.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 0.5", First line: 0"

"Textbook"

(a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;

(b) includes:

(i) a hardcopy book or printed pages of instructional material, including a consumable workbook;

(ii) computer hardware, software, or digital content; and

(iii) the maintenance costs of School equipment.

(c) does not include instructional equipment or instructional supplies.

Deleted: or

"Waiver" means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

General School Fees Provisions

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:

(a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and

Deleted: 03.13.2023

Board Approved: 08.21.2023

(b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver [requirements](#) of this policy.

Deleted: provisions

Fees for Classes & Activities During the Regular School Day

Fees for Students in Kindergarten through Sixth Grade

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

- (a) the School has students in any of the grades seven through twelve;
- (b) the School follows a secondary model of delivering instruction to the School's grade six students; and
- (c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

Fees for Students in Seventh through Ninth Grade

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

Deleted: 03.13.2023

Board Approved: [08.21.2023](#)

In project related courses, projects required for course completion will be included in the course fee.

Secondary students may be required to provide their own student supplies, subject to the fee waiver [requirements](#) of this policy.

Deleted: provisions

Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

Fee Schedule

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal

Deleted: In the event the School provides supplemental kindergarten, the School may charge a fee related to a student's enrollment in the supplemental kindergarten. A fee for supplemental kindergarten is subject to waiver.¹

Deleted: 03.13.2023

Board Approved: [08.21.2023](#)

to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

Maximum Fee Amounts

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

Notice to Parents

The Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year.

The School will also post the following on its website each school year:

- (a) The School's Fee Schedule, including maximum fee amounts, and Fee Waiver policy;
- (b) The School's fee waiver application;

Deleted: The procedures for obtaining fee waivers and for appealing a denial of a waiver will also be included with the School's registration materials.

Deleted: applicable

Deleted: and Fee Waiver Policy

Deleted: on the School's website each school year.

Formatted: Font: (Default) Arial, 12 pt

Deleted: 03.13.2023

Board Approved: 08.21.2023

(c) The School's fee waiver decision and appeals form; and
(d) The School's fee notice(s) for families.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 0.5"

Donations

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

Fee Collection

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, class schedules, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Deleted: 03.13.2023

Board Approved: 08.21.2023

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

Fee Refunds

Student fees are non-refundable.

Budgeting and Spending Revenue Collected Through Fees

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

School Fee Collections & Accounting Procedures

It is the responsibility of the Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Director. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

Deleted: 03.13.2023

Board Approved: 08.21.2023

Fee Waiver Provisions

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent cannot pay a fee.

Deleted: is unable to

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

Fee Waiver Administration

The Director will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

Fee Waiver Eligibility

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF or SNAP funding. If a student's family receives TANF or SNAP, the School may require the student's family to provide the School an electronic copy or screenshot of the student's family's eligibility

Deleted: 03.13.2023

Board Approved: 08.21.2023

determination or eligibility status covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
(d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

Deleted: a letter of decision

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

The School may retroactively waive fees if eligibility can be determined to exist before the date of the fee waiver application.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: 14 pt

Fee Waiver Approval Process

The Director will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

The Director will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

Each year the School will maintain documentation regarding the number of School students who were given fee waivers, the number of School students who worked in lieu of fee waivers, the number of School students who were denied fee waivers, the total dollar value of student fees waived by the School, and the total dollar amount of all fees charged to students at the School, as this information may be requested by the Utah State Board of Education as part of its monitoring of the School's school fees practices.

Deleted: The School will maintain documentation of fee waiver applications and decisions that is adequate to report the required information to the Utah State Board of Education.

Formatted: Font: (Default) Arial, 12 pt

Deleted: 03.13.2023

Board Approved: 08.21.2023

Appeal Process

Denial of eligibility for a waiver may be appealed in writing to the Director within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Director to discuss the parent's concerns. If, after meeting with the Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

Alternatives to Fees and Fee Waivers

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour of service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

Deleted: 03.13.2023

Board Approved: 08.21.2023

Annual Review, Approval, and Training

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

Board Approved: [08.21.2023](#)

Deleted: 03.13.2023